VOL. L., No. 10.
The Solicitors' Journal.
LONDON, JANUARY 6, 1906.

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The Lord Justiceship.

AN EVENING journal, which is usually well-informed as to the exercise of patronage by the present Prime Minister, announced positively on Thursday that Mr. MOULTON, K.C., had been offered, and had accepted, the post of Lord Justice in succession to Lord Justice MATHEW. Considering that no authoritative announcement of the resignation of the Lord Justice has yet appeared, and that the learned supposed appointee was, as we are informed, electioneering in Cornwall on Thursday, the announcement seems, at all events, to be premature.

The Lord Chancellor's Opportunity.

A WRITER in the *Westminster Gazette* has some very timely remarks under this heading, most of which we reproduce elsewhere. No one can say that Lord HALSBURY has shone in the capacity of administrative head of the Supreme Court. His attitude has usually been either that of obstruction or *laissez faire*. He has opposed any alteration of the Long Vacation; he has not taken any effective action towards securing the clearing off of the arrears in the Court of Appeal and the King's Bench Division, and he has consistently maintained an attitude of resistance to, or ignoring of, the suggestions made by solicitors, who are not ill qualified to judge as to reforms required in procedure or in law. There is certainly an opportunity in these respects for the new Lord Chancellor, and it remains to be seen whether he will seize it.

Burial of a Person Found "Felo de se."

THE STATEMENT that one of the bishops of the English Church has approved of a special service to be used at the burial of those unfortunate persons who have deliberately put an end to their lives will be better understood by referring to the modern legislation relating to the interment of any person found *felo de se*. It is well known that at common law a person who was found, by the verdict of a coroner's jury, to have killed himself deliberately had his goods and chattels forfeited to the Crown, and the corpse was, under the coroner's warrant, buried ignominiously on the highway with a stake driven through it and without the rites of Christian burial. The forfeiture was abolished by the Forfeiture Act, 1870, and the mode of burial was finally altered by the Interments (*Felo de se*) Act, 1882, which enacted that the coroner should give directions for the interment

of the remains of the *felo de se* in the churchyard or other burial-ground of the parish, and that the interment should be made in any of the ways prescribed by the Burial Law Amendment Act, 1880. By section 13 of this Act, any clergyman of the Church of England authorized to perform the burial service is permitted, in any case where the office for the burial of the dead according to the rites of the Church of England may not be used, to use at the burial-ground such service, consisting of prayers taken from the Book of Common Prayer and portions of Holy Scripture, as may be prescribed or approved by the Ordinary.

Manslaughter by Culpable Negligence.

THE QUESTION whether a man has been killed by the culpable negligence of another, so as to support a charge of manslaughter, is often attended with difficulty. The expression "culpable negligence" is not a sufficient definition to serve as guide to an ordinary jury, and it is necessary for the presiding judge to give them some further explanation of the degree of negligence which must be proved in order that the offender may be found guilty of manslaughter. In the last edition of Russell on Crimes a number of cases are cited in which the question was decided, but it is doubtful whether anyone who reads them will find that they have furnished him with a satisfactory test for deciding whether the wrongful act or omission of the defendant ought to be the subject of a civil action, rather than of a prosecution for manslaughter. We have searched in vain for an alleged report by Sir GREGORY LEWIN in his Crown Cases of a case the head-note of which is stated to be "Throwing a stone down a mine is manslaughter." But we can well imagine that there might be cases in which the person throwing the stone would be taken to have known that his act was so imminently dangerous that it must in all probability cause death, or such bodily injury as is likely to cause death. The question—to use a favourite expression of the late Lord BLACKBURN—is one of "more or less." If any one who ate oranges in one of the streets of London allowed the orange peel to fall on the pavement, and if another person following him slipped on the orange peel and sustained an injury from which he subsequently died, it would be very hard on the eater of the orange if he were found guilty of manslaughter. But suppose a driver of vehicle should drive it furiously along a narrow crowded street so as to run over and kill a person using the street, it might cause little surprise if a jury were to find him guilty of culpable homicide.

Acts of Parliament Coming into Operation with the New Year.

SELDOM in recent years has the first day of a new year seen fewer new Acts of Parliament come into operation than the first day of 1906. Of these few, one of the most important is the Aliens Act, 1905. We do not believe that those provisions of this Act which aim at preventing the landing on these shores of undesirable aliens will prove effective. A large number of very poor aliens will no doubt still come and settle here, and drive many of our own people into the ranks of the unemployed. But the provisions relating to the expulsion of undesirable aliens ought to prove quite effective and very useful. It is notorious that our prisons contain a large number of foreign miscreants, and that a much larger number are living amongst us who have been in prison and who very certainly will be in prison again. No one can read the newspapers without being struck by the numerous foreign names amongst those charged at the police-courts. Now any alien convicted of any felony or misdemeanour, or of any offence punishable with imprisonment without the option of a fine, may be ordered by the Home Secretary to leave the United Kingdom. Expulsion orders may also be made against aliens who receive parochial relief, or who are found wandering without ostensible means of subsistence, or who are living under insanitary conditions due to overcrowding, or who, having entered the kingdom since the 11th of August last, are proved to have been convicted of an extradition crime, not of a political nature, in a foreign country. In order to obtain an order in these last-mentioned cases, proceedings must be taken before a court of summary jurisdiction charging the facts and asking the court for a certificate thereof. It is then, as in the cases of conviction, discretionary on the Home Secretary's part to make the order. If an alien in whose case an expulsion order has been made is at any time found within the United Kingdom, he may be arrested as a rogue or vagabond, and dealt with as such under the Vagrancy Act, 1824, being liable to three months' imprisonment. As this treatment may be repeated whenever he is found in this country, it is not likely that expulsion orders will be disregarded. It is easy, however, to imagine the case of an expelled alien who will find it very hard to discover any civilised country in the world where he can land.

Other Acts.

ANOTHER ACT which came into operation on Monday last is the Railway Fires Act, 1905. This gives a right of action to farmers against railway companies in respect of injuries to crops by fire arising from sparks or cinders emitted by any locomotive, irrespective of the fact that the engine was being used under statutory powers. This provision alters the law as laid down in the case of *Vaughan* v. *Taff Vale Railway Co.* (5 H. & N. 679), in which it was held that, in the absence of negligence, a company is not liable for an accidental fire caused by such sparks. The new provision only applies, however, where the claim for damages does not exceed one hundred pounds, and when notice of the claim is given to the company within seven days of the fire, and particulars of the damage within fourteen days. A third Act which has just come into operation is the Shipowners' Negligence (Remedies) Act, 1905. This makes provision for the enforcing against foreign ships of claims against the owners in respect of personal or fatal injuries caused by the ship, or sustained on board the ship, in any port or harbour of the United Kingdom. The ship may be detained until proper security is given to abide the event of any legal proceedings in respect of the injuries. This Act will be of great importance in enabling persons with claims under the Workmen's Compensation Act to enforce such claims against owners of foreign ships. These three Acts seem to be the only ones which came into operation with the first day of this year. There are, however, only twenty-three Acts in all due to the session of 1905. Some of them are, of course, the usual annual Acts; most of them are extremely short; and the only one of any length is the Trade-Marks Act, 1905—a useful consolidating measure.

Repairs by a First Mortgagee.

A PASSAGE in the judgment of KEKEWICH, J., in the recent case of *White* v. *Metcalf* (52 W. R. 280, 72 L. J. Ch. 712), seems to have been understood as meaning that in no case can a first mortgagee be allowed the cost of repairs to the mortgaged property executed by him as against a second mortgagee (see Coote on Mortgages (7th ed.), vol. 2, p. 1,226). It is true that a second mortgagee, who enters into possession and executes *improvements* on the mortgaged property, is not entitled, as against the first mortgagee, to any charge in respect of the money so expended by him (*Landowners, &c., Co.* v. *Ashford*, 16 Ch. D., p. 433), but we are not aware of any authority shewing that necessary and proper repairs to the mortgaged property executed by a first mortgagee cannot be charged by him against a second mortgagee. And we do not believe that KEKEWICH, J., in the recent case intended to lay down any such general rule. He is reported to have said, "I, therefore, hold that the first mortgagees, having expended money on repairs, have no right to charge it against the second mortgagees"; but this observation was plainly made with reference to the circumstances of the case then before him. First mortgagees, who had effected a policy of assurance or indemnity with a guarantee society against loss in respect of the mortgage security, appointed the manager of the guarantee society receiver of the rents and profits of the mortgaged property, and this receiver, without the consent in writing of the first mortgagees, expended a considerable sum on necessary repairs to the mortgaged property, the money being provided, not out of the rents and profits received by such receiver, but by the guarantee society. The first mortgagees claimed, as against the second mortgagees, to be allowed the cost of these repairs, but the learned judge held that, as the

receiver had chosen to execute repairs in a manner not authorized by section 24 (8) (iii.) of the Conveyancing Act, 1881, the first mortgagees had no right to charge the cost of such repairs against the second mortgagees. That this was the effect of his decision is clearly shewn by the direction given to the Master, that "in taking the account he was not to allow to the first mortgagees any moneys expended on repairs or otherwise except on necessary and proper repairs within section 24 of the Act, *and paid for out of rents and profits on the direction in writing of the [first] mortgagees.*"

The Power of a Receiver to Execute Repairs to Mortgaged Property.

THERE SEEMS to be a rather general disposition now-a-days on the part of mortgagees to avoid the inconvenience of entering into possession in order to execute repairs to the mortgaged property by appointing a receiver and then directing him in writing to do the repairs. As in most cases where a statutory power is given, there is a tendency to push its exercise beyond the limits presented. It seems to be too often overlooked that the provision only authorizes expenditure (1) out of the rents and profits received and remaining after payment thereout of all rents, taxes, rates, and outgoings, annual sums, and other payments and interest on principal sums having priority to the mortgage and of his own commission, and (2) on "necessary or proper repairs directed in writing by the mortgagee." That is to say, the power of the receiver to execute repairs is practically limited to such repairs as a mortgagee in possession is *bound* to make, namely such necessary or proper repairs as can be repaid out of the rents of the mortgaged property after the interest due to the mortgagee is paid (*Richards* v. *Morgan*, 4 Y. & C., App. 570). The receiver has no right either to do repairs without the written direction of his mortgagee, or to borrow, or obtain the advance of, money for the purpose of executing repairs. It will be well if these restrictions are borne in mind by mortgagees and their advisers.

The Son Who Would Not Leave Home.

ON THURSDAY, the 21st ult., Mr. Justice BUCKLEY amplified his judgment in *Waterhouse* v. *Waterhouse* (*Times*, 22nd inst.), to which we recently referred. The action came before him originally as a short cause on motion for judgment in default of defence, the plaintiff's claim being for an injunction to restrain the defendant, his son, from remaining, or entering, or otherwise trespassing upon, the plaintiff's house and premises. The learned judge declined to make any order, and application was, on the 21st ult., made to him for directions whether the action was dismissed, and whether the order for that purpose ought to be drawn up. But Mr. Justice BUCKLEY still declined to do more than say that there was to be no order on the motion. At the same time he expressed himself as glad to have the occasion of developing his previous judgment. He pointed out that an injunction to restrain a trespass is not a matter of course. A trespass is an interference with a legal right, and the appropriate remedy is to be found at law. "But an injunction is a formidable weapon, to be used only when justified by such a state of facts as, upon precedents and principles well established in this court, justify its application." An injunction is in aid of the legal right, and the learned judge intimated that under suitable circumstances a father might be entitled to claim this assistance against his son. But in the present case there were no circumstances calling for this extraordinary remedy. Apparently nothing was charged against the son except that he would not leave the paternal home, and Mr. Justice BUCKLEY adhered to the view that it was not for a court of equity to interfere to compel him to do so. "The duty," he said, "arising from the relation of parent and child, whether directly enforceable or not, is a duty of which the parent can in no circumstances divest himself. The duty is not limited to providing maintenance during infancy or any other time. It is a duty so to conduct himself in all respects towards his child as is right in him, he being his father." It certainly is not right for a father to encourage his son to live at home in idleness all his life. On the other hand, it is the view of the learned judge, that it is not "just" for the court to interfere by injunction to compel the son to earn his bread. "Except in very grave circumstances," he said, "this court would never make an order with the intent and result of severing the connection which ought to exist between parent and child." The gist of the whole matter is that the court declines to intrude upon the sphere of the father's influence. "To use every legitimate means to induce or even to drive a man to conduct himself as a good son and a good citizen is, of course, right. But this is not a result which can be achieved by injunctions of this court. The forces to be employed are those of education, example, influence, and guidance from childhood and throughout life."

The Father's Complete Guide.

HERE the learned judge breaks off, leaving matters bad for fathers and even worse for sons. They will naturally conclude from the judgment, as thus left incomplete, that the only "forces" at the disposal of a father are "education, example, influence, and guidance"; the extent of the latter two "forces" being unexplained and undeveloped. We know nothing, and desire to say nothing, of the result of this conclusion as regards the parties in the recent case. Everything may, and let us hope will, end happily as regards them. But as regards other cases, the result may be that the father will suppose that he must submit to have his home permanently made miserable, while the son will be encouraged and, as he imagines, made secure, in habits of idleness which may result in ruining his life. This can hardly have been meant by the learned judge, and we can only conjecture that an intended supplement to his remarks must have flown out of the window. Under these circumstances we think that, without waiting for the case to be put once more in the paper, we may venture, with the utmost deference, to supply what we should imagine to be the missing portion of the judgment, as follows: "So much for the case before me. But, having regard to the importance of the question as regards the relations of fathers and their sons in general, and in order to avoid misapprehension, I think it desirable to add a few words on the practical remedies of a father in case his son should insist on living in idleness at home. The forces to which I have alluded, when properly understood, are by no means inefficacious, nor do they exhaust the remedies of the father. There is the further force of exhortation and rebuke. This is clearly a legitimate means within the principle above laid down, and should be vigorously exercised by the father. And if it should happen that the exhortations and rebukes of the father, owing to lack of language of sufficient power, pungency, and persistency, should be ineffectual to drive the son into the path of industry, it will be legitimate, if the circumstances so permit, for the father to provide his son with a stepmother eminently gifted with the faculty of pungent admonition; or if this course is not available, to engage as companion to the son a maiden aunt similarly endowed. If either of these persons should, by a prolonged course of that which I am led to believe is vulgarly known as 'nagging,' endeavour to drive the son to conduct himself as a good son and a good citizen, she will not, in my opinion, be overstepping the limits of that influence and guidance which I have laid down as among the forces to be employed for that purpose. Whether, in case the combined vocal exertions of the father and mother-in-law or maiden aunt should be ineffectual to drive the young man into right ways, the exercise of the 'influence' of which I have spoken should be delegated by the father to an athletic tutor or curate, with instructions to 'influence' the son to go out of doors to look for work, to the extent even of supplying the motive power required for that purpose, but using no more force than is necessary, and first, on behalf of the father, requesting the son to leave the house and seek for work, is a matter as to the expediency of which I do not desire to express an opinion, but I may point out that such a course would not be illegal. Nor after, by this means, the son has been 'influenced' or 'guided' to leave the domestic hearth, would it be unlawful for the father's delegate, in like manner, to influence the son not to re-enter, or to guide him away from, the paternal abode until he has obtained employment and become a good citizen. Although, therefore, I do not think that it is just or convenient to grant an injunction, I desire to make it plain to all sons that the resources of civilization at the disposal of fathers are not exhausted."

The Need of Space for Law Books.

We cannot but think that a large proportion of those who are engaged in the practice of the law, whether barristers or solicitors, must be oppressed with the difficulty of finding space for their books. Mr. Pepys, in his Diary, relates how he and Simpson, the joiner, had been with great pains "contriving presses to put my books up in; they now growing numerous and lying one upon another on my chairs. I lose the use to avoid the trouble of removing them when I would open a book." Law books continue to increase in number. Apart from the reports, new editions of text-books appear with more frequency, and the question is, where are these accumulations to be stored? We believe that, almost within living memory, many barristers kept books in their dwelling-houses as well as in their chambers. But rents have gone up since those days, and if Londoners go on squeezing themselves and their families into residential flats, they will have to give up keeping books at home. It is sometimes said that this is not a studious age, and that Englishmen neglect books and content themselves with newspapers and magazines. And we have heard that in Ireland barristers do without chambers, and seat themselves in the library attached to the courts, from which they can be summoned by a client in the same way that a member of Parliament is brought out of the House for the purpose of an interview with one of his constituents or supporters. But we cannot imagine that anyone who seriously endeavours to acquire and maintain a reasonable knowledge of the laws of his country can achieve this object by the aid of borrowed books.

Prohibited Trades.

In our observations on this subject last week we expressed some surprise that lessors of the olden time should entertain such a rooted objection to the carrying on upon the demised premises of the trade of Cat Gut Spinner. We assumed too hastily that cat gut *was* cat gut, whereas an esteemed and well-informed correspondent, while admitting that the article "derived its name from the popular notion that it came from some portion of the internal arrangements of the cat," assures us (as the fact is) that it is obtained from the small intestines of the sheep or the horse. He considers that, in addition to the possible annoyance from smell, the trade may be objectionable on the score of noise. We think, however, that our correspondent has failed to point out the real cause of the objection of lessors to the trade. It seems that, in order to prevent putrefaction, the intestines were submitted to the fumes of burning sulphur, which acted as an antiseptic; and it was probably the nuisance caused by these fumes which led to the persistent prohibition of the trade in ancient leases. Our correspondent further suggests that the "nightman," as to the nature of whose occupation we asked for information, was "the gentleman who emptied cesspools and employed himself generally in similar useful, but distinctly odoriferous, activities." If so, why did Mr. Davidson, when framing a covenant against noxious trades to be contained in a modern lease, include this extinct industry?

Right of Mohammedan Advocates to Cover Their Heads While in Court.

We read in one the newspapers that the Mohammedan advocates practising in Ceylon have presented a petition to the Government asking for the repeal of an ordinance of the Supreme Court which compels them to keep their heads uncovered while they are present in court. They urge in support of their petition that they are only asking for what is conceded to Mohammedan advocates in other parts of the British dominions. The petition seems to us a not unreasonable one, though we should be sorry that anything should be omitted which would add to the dignity of the court. It is true that in the House of Lords and Privy Council the eminent persons who sit as judges wear nothing on their heads, but it is open to consideration whether a covering for the head would not increase the reverence with which they are regarded. Baldness is unfortunately very prevalent both among the bar and the bench, and while the bar of England are able to hide their deficiency under a forensic wig, it is rather hard that a similar privilege should be denied to those who practise in our Eastern dependencies.

The Marine Insurance Bill.

Apropos of our remarks last week on the law of marine insurance, we are glad to learn that the draftsman of the Bill for its codification, Mr. M. D. Chalmers, keeps its provisions revised so as to accord with the latest additions. In 1903 they were embodied, together with alterations to meet the criticisms upon the measure, in a second edition of his Digest of the Law Relating to Marine Insurance, written in colloboration with Mr. Douglas Owen. As to the prospects of the Bill becoming law in the forthcoming session of Parliament, it may be thought that they are no worse and no better than they have been at any time during the last ten years. It is worth while to recall that the Sale of Goods Bill, by the same draftsman, received the Royal Assent during Mr. Gladstone's short Ministry in 1893.

Conversion of an Executor into a Trustee.

It frequently happens in the administration of an estate that a person who at first acts as executor becomes subsequently a trustee, and the difference in the legal incidents of the two offices makes it important to ascertain the time at which the change is effected, but the inquiry is not always an easy one. "There are few things more difficult," said Kekewich, J., in *Re Timmis* (50 W. R. 164), "than to determine when executors cease to have duties as such and become trustees." The leading case on the subject, though not the earliest, is *Phillipo* v. *Munnings* (2 My. & Cr. 309), and in several later ones the principle there established has been explained and applied, the most recent being *Re Mackay* (*ante*, p. 43; 54 W. R. 88), also before Kekewich, J.

In *Phillipo* v. *Munnings* a testator bequeathed a sum of £400 to his executor upon trust to invest the same and apply the interest and *corpus* as directed in the will. The testator died in 1787, and the executor proved the will, paid all the debts and legacies, other than the £400, to answer which he set apart a sum of £400. He died in 1799, and a bill was filed in 1834 against his personal representatives by persons claiming to be interested in the legacy. The defence was that the legacy was barred by the lapse of twenty years under section 40 of the Real Property Limitation Act, 1833, but Lord Cottenham, C., held that the £400 had ceased to be a legacy and had become a trust fund. "The fund," he said, "ceased to bear the character of a legacy as soon as it assumed the character of a trust fund. Suppose the fund had been given by the will to anybody else as a trustee, and not to the executor, it would then be clearly the case of a breach of trust. In this case the executor, when he severed the legacy from the general personal estate, could not pay it over to any other person; he was bound by the direction of the testator to hold it upon certain trusts until the legatee attained twenty-four. What he would have done by paying it to a trustee he has done by severing it from the testator's property and appropriating it to the particular purpose pointed out by the will." Consequently the executor, had he lived, would have remained liable to account as a trustee, notwithstanding the lapse of time, and the same liability was imposed upon his estate.

The above represents, perhaps, the simplest case. The trust is created by the will, and the executor, by appropriating a fund to answer the trust, converts himself into a trustee of that fund. And the effect is the same where, after the estate has been administered, the executor-trustee retains in his hands sufficient to pay the legacy. "Where," said Leach, V.C., in the earlier case of *Byrchall* v. *Bradford* (6 Madd. 235, at. p. 240), "an executor, who happens also to be named a trustee of a legacy to be laid out in stock, has fully administered the estate and assented to the legacy, and retains the legacy in his hands, not as assets of the testator, but as trustee of the legacy, then the principles which would apply to another trustee must apply to him. He is no longer clothed with the character of executor, but is, as to the legacy, a mere trustee."

Where there is a bequest of a specific legacy to an executor as trustee, an assent by the executor to the bequest has the same

effect as where he appropriates a sum to answer a pecuniary legacy. The assent is all that is required to vest the property in him as trustee, and he becomes trustee accordingly. In *Dix* v. *Burford* (19 Beav. 409) a testator bequeathed a mortgage debt of £400 to his executors upon certain trusts, and the executors assented to the bequest. "The moment the executors assented to this bequest," said ROMILLY, M.R., "they became trustees for their *cestui que trusts*; the £400 then ceased to be part of the testator's assets, and it became a trust fund for the benefit of the plaintiff for life, and afterwards for his children, and the executors became mere trustees for them of that fund."

And in the case of a pecuniary legacy left to the executor upon trusts which require active duties on his part, he becomes a trustee if he assents to the legacy and accepts the trusts. In *O'Reilly* v. *Welsh* (6 Ir. R. Eq. 555), a testator left all his real and personal estate to his executor, upon trust to raise out of the personal estate £1,500, and invest that sum, in the events that happened, for the use of his son, to be paid to him at twenty-one. Upon bill filed by persons claiming under the son against the personal representatives of the executor, it was admitted by the defendants that the executor "fully accepted and acted in the trusts of the will, and assented to all the bequests therein contained"; and in his judgment SULLIVAN, M.R., said: "Where the executor is also trustee of the legacy, charged with certain duties in relation to the raising of it and its investment, by assenting to the legacy I think he takes upon himself the office of a trustee, and that, by the very force of the assent, *instanter*." The decision was affirmed by the Court of Appeal, but the judgments there are not reported (7 Ir. R. Eq. 167).

The above cases deal with a legacy bequeathed to the executor in trust. He becomes a trustee where he sets apart a fund to answer it, or where he assents to the bequest and acts in the trusts, or where he has fully administered the estate, and retains the legacy in his hands. And the same result follows where the residue is bequeathed to the executor in trust, so soon as the debts and legacies have been paid, and the clear residue ascertained. Consequently if the residue is bequeathed in trust for an infant, the executor becomes a trustee upon the residue being ascertained. "The executor," said NORTH, J., in *Re Smith, Henderson - Roe* v. *Hitchins* (37 W. R. 705, 42 Ch. D. 302), where this was held, "is bound to clear the estate by paying the debts and funeral and testamentary expenses and legacies, and when he has done this, there will be a balance left in his hands. I am quite clear that he will be a trustee of this balance." And where the residue is left to the executors as trustees for a tenant for life and then over, the court can appoint new trustees under the Trustee Act, 1893, so soon as the debts and legacies and funeral and testamentary expenses have been ascertained: *Re Willey* (Weekly Notes, 1890, p. 1); *Eaton* v. *Daines* (Weekly Notes, 1894, p. 32). The same principle is illustrated by *Re Timmis* (*suprà*). There a residue was bequeathed to the executors upon certain trusts. The testator died in 1857. His widow died in 1873, and upon her death part of the estate became distributable. A niece died in 1892, and the remainder then became distributable. KEKEWICH, J., said: "Seeing that the testator died in 1857, and that there was no apparent obstacle to winding up his estate, I think I ought to assume that long before 1892, and, I think, even before the death of the widow, [the executors] ceased to be executors and became trustees, and held the funds in their hands as such, upon the express trusts of the will."

In the above cases there was a trust created by the will, and this is in general necessary if an executor is to be converted into a trustee (*Cadbury* v. *Smith*, L. R. 9 Eq. 37); and, to exclude the Statute of Limitations, the trust must be express. "An implied trust will not do, for a legacy does not cease to be a legacy because it is coupled with some implied trust": per LINDLEY, L.J., in *Re Davis, Evans* v. *Moore* (39 W. R. 627; 1891, 3 Ch. 119). And the trusts declared must affect the particular legacy. Where, after the legacies have been given, the estate is left upon trust for conversion, and the trusts are delared of the residue after payment of the legacies, the legacies are not affected by a trust. "The estate," said NORTH, J., in *Re Barker* (1892, 2 Ch. 495), "which is in the hands of the executors is to be held by them upon certain trusts so far as trusts are declared; it is to be held subject to the payment of the legacies, as to which no trust is declared, and then it is to be held in trust for the residuary legatee. In my opinion this is not a trust legacy within the meaning of either the statute or the authorities."

It follows that where no express trust is created by the will the executor does not become trustee of a legacy by assenting to it or by retaining it in his hands. In *Tyson* v. *Jackson* (30 Beav. 384) ROMILLY, M.R., appears to have thought that the mere retention of the money after paying over the residue would have made the executor a trustee of it. "It is clear," he said, "when an executor retains the money for payment of the legacy that he becomes, as in the case of *Phillipo* v. *Munnings*, a trustee of that particular fund or sum of money so retained distinct from his character of executor." But in that case, although no express trust was created by the will, yet the executor had stated in his residuary account that he had retained the amount of the legacy "in trust," and the decision of ROMILLY, M.R., was based on the ground that the executor had thereby declared himself to be a trustee. The recent case of *Re Rowe, Jacobs* v. *Hind* (60 L. T. 596) shews that the mere assent to a legacy, and its retention by the executor after the rest of the estate has been distributed, does not constitute him a trustee. If he is to be converted into a trustee, this must be, in the words of KEKEWICH, J., in that case, "either by express declaration made by him, or by his own acts from which the law implies or infers the creation of a trust, in the strict sense of the word, which did not exist before." And the same case shews that, for the declaration to have this effect, it must be apt to affect the legacy with a strict trust. The executrix declared in her residuary account that a fund retained by her was held for herself and her nephew. The nephew was, under the will, entitled to the whole, and the declaration was based upon the erroneous notion that the fund went to the next-of-kin. It was held that this did not create a trust as to the fund.

Very similar was the recent case of *Re Mackay* (*suprà*). A testator died in 1856, having left all his property to his wife and children, and having appointed his wife sole executrix. The widow married again and advanced a sum of over £31,000, substantially the whole of the estate, to her second husband on mortgage. The second husband died insolvent, and the widow was defendant in an action relating to the priority of the mortgage. In this action she made an affidavit that the moneys were trust moneys. One of the testator's children, who came of age in 1876, claimed that the widow, by retaining the property and investing it for the beneficiaries, and by defending the action, had converted herself into an express trustee; but KEKEWICH, J., declined to take this view. No trust was created by the will, and an executor does not convert himself into an express trustee by performing his duty on behalf of the beneficiaries. Moreover, the description of the property in the affidavit as trust property was satisfied by her fiduciary position. This was not sufficient to convert her into an express trustee. The case emphasizes the point that the conversion of an executor into a trustee is in general based upon the creation of a trust in the will. When such a trust is created, and the executor is named trustee, then he takes the character of trustee as soon as his duties as executor in respect of the legacy are at an end—that is, as soon he has set apart a fund to answer the legacy, or has assented to the bequest of specific property in trust, or has otherwise defined the trust property. But where no trust is created by the will, the executor does not assume the position of a trustee by dealing with the estate on behalf of the beneficiaries, or by assenting to bequests to them. To incur the responsibilities of that position he must convert himself into a trustee by a declaration which can properly be construed as having that effect.

A special general meeting of the members of the Law Society will be held on the 26th inst. at 2 p.m.

A correspondent reminds us that in our remark, a fortnight ago, on the Scotch decision with reference to criminal liability for keeping a ferocious dog, that "there is no reason to suppose that a different decision would have been given if the case had been governed by English law," we overlooked the provision of section 28 of the Town Police Clauses Act, 1847, subjecting to a penalty on summary complaint "every person who suffers to be at large any unmuzzled ferocious dog" in the streets of a town. This exception to the general law should be borne in mind.

The Law Relating to "Tied Houses."

THE object of this article is to establish that the doctrine in *Tulk* v. *Moxhay* has no application to "tied house" restrictions, that is to say, to the ordinary covenant entered into by a publican to purchase all his beer from a particular brewer. If this proposition be correct, it follows that the tied house system, regarded by many as pernicious, does not afford so satisfactory a protection to the brewing interest as is popularly supposed. It must, however, be admitted at the outset that this proposition, although it is submitted as the logical conclusion to be derived from recent decisions, is opposed to a decision of the Court of Appeal and two decisions of judges of first instance.

As pointed out in a previous article (*ante* p. 123), there are two theories as to the doctrine in *Tulk* v. *Moxhay*—viz. (1) that it depends on contract and is a burden on the conscience of the assignee, and (2) that it creates an equitable burden on the land analagous to a negative easement. The real principle, said COTTON, L.J., is "that an equity attaches to the *owner* of the land" (*Hayward* v. *Brunswick Building Society*, 8 Q.B.D., at p 409). "The principle of *Tulk* v. *Moxhay*," said Lord LINDLEY "rests on good sense, but it imposes a *burden on the land*" (*Hall* v. *Ewin*, 37 Ch. D., at p. 81). The former theory certainly found favour prior to the year 1882, and one cannot but suspect that equity judges were at one time prepared to enforce any negative stipulation without regard to the question of privity of contract or privity of estate. No such difficulty seems to have troubled the mind of Vice-Chancellor SHADWELL when he decided the case of *Whatman* v. *Gibson* in the year 1838 (9 Sim. 196); and although as late as the year 1866 it was assumed that the burden of a restrictive covenant ran with the land, the judges, as a rule, considered the question as wholly immaterial.

Thus, in the year 1856, we find WOOD, V.C., saying: "The court does not feel itself embarrassed by the consideration whether a covenant does or does not run with the land, but looks upon it as a *contract* which in either case may afford a ground for relief": see *Johnston* v. *Hall* (2 K. & J., at p. 422). This theory was carried to its logical conclusion in the year 1859 by KNIGHT-BRUCE, L.J., in *De Mattos* v. *Gibson* (4 De G. & J. 282) when he laid down a general rule, applicable alike to *personalty* as well as realty, that, when a man by gift or purchase acquires property from another with knowledge of a previous contract, "the acquirer shall not, to the material damage of the third person, in opposition to the contract and inconsistently with it, use and employ the property in a manner not allowable to the giver or seller." This sweeping statement cannot be accepted as correct, and, so far as it applies to personalty, is overruled by the decisions in *Bagot Pneumatic Tyre Co.* v. *Clipper Pneumatic Tyre Co.* (1902, 1 Ch. 146), *Taddy* v. *Serious* (1904, 1 Ch. 354), and *McGruther* v. *Pitcher* (1904, 2 Ch. 306). In *Formby* v. *Barker* (1903, 2 Ch., at p. 553) VAUGHAN WILLIAMS, L.J., considered that "the basis of that statement by KNIGHT-BRUCE, L.J., is rather the principle of *Lumley* v. *Wagner* than that of *Tulk* v. *Moxhay*." It is difficult to follow this explanation, since *Lumley* v. *Wagner* (1 D. G. M. & G. 604) was a case where there was direct privity of contract between plaintiff and defendant. If Miss WAGNER had contracted that a particular musical instrument belonging to her should not be performed upon except at LUMLEY'S theatre, and the defendant had been an assignee of this instrument, the decision would have been in point. The *dictum* of KNIGHT-BRUCE, L.J., marks the high-water mark of the doctrine that a negative stipulation affects the conscience of an assignee. It strikes at the root of the principle adhered to both in law and equity that, apart from Novation, there is no privity between a covenantee and the assignee of the covenantor. If the doctrine of *Tulk* v. *Moxhay* is to be explained as a burden on the conscience of the assignee, there is no logical reason why it should not apply to the assignee of a chattel as much as to the assignee of land.

If, however, the doctrine of *Tulk* v. *Moxhay* is treated as imposing a burden on land, it seems to rest upon a more logical basis. "If you had notice of a contract between the person under whom you claim property, real or personal, and a former owner of the property whereby a *charge* or *incumbrance* was imposed upon the property of which you thus take possession and have the enjoyment, you take the property subject to that charge or incumbrance, and can only hold it subject thereto"; per VAUGHAN WILLIAMS, L.J. (1902, 1 Ch., at p. 157), explaining *Werderman* v. *Société Générale d'Electricité* (19 Ch. D. 246). Of course, the reference in this *dictum* to "charge or incumbrance" presupposes a valid charge or incumbrance, and is subject, as regards chattels, to the statutory provisions of the Bills of Sale Acts.

It was left to Sir GEORGE JESSEL, in the year 1882, to put the doctrine of *Tulk* v. *Moxhay* on a logical basis. Adopting an analogy suggested by the judgment of Lord BROUGHAM in *Keppell* v. *Bailey* (2 M. & K., at p. 528), Sir GEORGE JESSEL compared a restrictive covenant to a negative easement. A negative easement, such as the right to light, was not, according to some authorities, the subject of legal grant, but was created by covenant, express or implied (see *Moore* v. *Rawson*, 3 B. & C. 340), although this proposition was doubted in *Dalton* v. *Angus* (6 A. C., at pp. 794 and 823). However this may be, the analogy seems a sound one, subject to this, that a negative easement runs with the land at law, whereas a restrictive covenant, as pointed out by Sir GEORGE JESSEL, only creates an equitable burden which is not binding on a purchaser for value without notice who acquires the legal estate. An assignee with notice is, therefore, bound, not because there is a burden on his conscience, but because there is an equitable burden on the property: see *London and South-Western Railway Co.* v. *Gomm* (20 Ch. D., at p. 583). The principle laid down by Sir GEORGE JESSEL has been adopted and developed in several recent cases: see *Rogers* v. *Hosegood* (1900, 2 Ch. 388), *Formby* v. *Barker* (1903, 2 Ch. 539), *Nisbet & Potts' Contract* (1905, 1 Ch. 391); and was accepted by Lord DAVEY in *Noakes* v. *Rice* (1902, A. C., at p. 35.) The doctrine of *Tulk* v. *Moxhay* must be regarded as depending upon the relation of two estates one to the other; and in order that the equitable burden may be created, there must be some estate for the benefit whereof the covenant was entered into, and which may be described as the dominant tenement; see the judgment of VAUGHAN WILLIAMS, L.J., 1903., 2 Ch., at pp. 552-553.

This explanation of the doctrine of *Tulk* v. *Moxhay* makes it easy to understand why a restrictive covenant is binding on the assignee of land but not on the assignee of chattels. But it goes further than this, and by drawing a distinction between restrictive covenants entered into for the benefit of land, and those which are purely for the benefit of a particular individual or business, it seems to reconcile the doctrine of *Tulk* v. *Moxhay* with the decision of Lord BROUGHAM in *Keppell* v. *Bailey* (2 M. & K. 517). An ordinary restrictive covenant, restricting building or trading on a particular property, is entered into for the permanent benefit of adjacent land and is enforceable by the owner for the time being of that adjacent land. But if a covenant is entered into, such as a brewer's covenant, which is only intended to be for the benefit of a particular individual or business, there seems no reason why it should be enforceable in the case of realty any more than in the case of personalty, where there is no privity of contract or estate. In *Keppell* v. *Bailey* (2 M. & K. 517) the question was whether the assignees of the Beaufort Works were bound by a covenant entered into by their predecessors in title to procure all limestone used in the works from the Trevil Quarry. Lord BROUGHAM dismissed the action, pointing out that it must not be supposed that incidents of a novel kind can be devised and attached to property at the fancy or caprice of any owner. "If one man may bind his messuage and land to take lime from a particular kiln, another may bind his to take coals from a certain pit, while a third may load his property with further obligations to employ one blacksmith's forge." This decision has never been overruled, and was recognised by the Court of Appeal in *Great Northern Railway* v. *Inland Revenue* (1901, 1 Q. B., at pp. 428 and 429). *Tulk* v. *Moxhay* (2 Ph. 774) was not really inconsistent with the previous decision. Lord COTTENHAM assumed that Lord BROUGHAM "never could have meant to lay down that this court would not enforce an equity attached to land by the owner"; but he did not suggest that a covenant such as that in *Keppell* v. *Bailey* was effectual

to attach an equity to the land. Nor, on the other hand, did Lord BROUGHAM in *Keppell* v. *Bailey* expressly impeach the authority of *The Duke of Bedford* v. *The Trustees of the British Museum* (2 M. & K. 552), decided by Lord ELDON and Sir T. PLUMER in the year 1822, or the decision of Lord LOUGHBOROUGH in *Barrett* v. *Blagrave* (5 Ves. 555).

This was the state of the law in 1869, when the case of *Catt* v. *Tourle* came before a Court of Appeal, consisting of SELWYN and GIFFARD, L.JJ. (L. R. 4 Ch. App. 654). In that case the plaintiff sold land to the defendant's predecessors in title, who covenanted that the plaintiff should have the exclusive right of supplying beer to any public-house which might be erected on the land. SELWYN, L.J., assumed that there was no distinction between this covenant and an ordinary restrictive covenant, and proceeded to deal with the defences raised of uncertainty, want of mutuality, and restraint of trade. GIFFARD, L.J., appears to have considered that he was merely following the decision in *Lumley* v. *Wagner*, which, as already pointed out, was a case where the defendant was party to the contract. In *Luker* v. *Dennis* (7 C. D. 227), decided eight years later, FRY, J., considered that he was bound by the decision in *Catt* v. *Tourle*, and the *dicta* of KNIGHT-BRUCE, L.J., in *De Mattos* v. *Gibson*. In that case the lease of the Sutton Arms contained a tied house covenant relating to another public-house called the Milton Arms, of which the lessee was tenant, but which was not part of the demised parcels, or the property of the lessor. In this case also no attempt was made to draw a distinction between a tied house covenant and an ordinary restrictive covenant, such as that in *Wilson* v. *Hart* (L. R. 1 Ch. App. 463), and it was held that the defendant, who was an assignee of the Milton Arms, with notice of the covenant, was bound by it, notwithstanding the absence of any privity between him and the plaintiffs.

In *Clegg* v. *Hands* (44 C. D. 519) COTTON, L.J., expressed the opinion that the doctrine of *Tulk* v. *Moxhay* applied to a brewer's covenant in a lease. The application of the doctrine was not, however, necessary to the decision of the case, for the defendant was the original covenantor, and the benefit of the covenant had been expressly assigned to the plaintiff. It is, of course, well settled that the benefit of a contract is, as a general rule, assignable in equity and can be enforced by the assignee: see *Tolhurst* v. *Associated Portland Cement Manufacturers* (1903 A.C. 414). Lord LINDLEY in his judgment does not refer to the doctrine of *Tulk* v. *Moxhay*. The real difficulty in *Clegg* v. *Hands* was whether the benefit of the covenant was assignable: see *Birmingham Breweries* v. *Jameson* (78 L. T. 515).

It is now established, notwithstanding the doubts expressed by Lord BROUGHAM (2 M. & K., at pp. 345, 346), that a brewer's covenant touches the land, and that consequently, as between landlord and tenant, the burden runs with the lease: see *White* v. *Southend Hotel Co.* (1897, 1 Ch. 767). But, apart from the doctrine of *Tulk* v. *Moxhay*, an under-lessee would not be bound, because there would be no privity of estate: see *Hall* v. *Ewin* (37 Ch. D. 81). The point came before KEKEWICH, J., in *John Brothers* v. *Holmes* (1900, 1 Ch. 188), where the learned judge, applying the doctrine of *Tulk* v. *Moxhay*, granted an injunction against an under-lessee in respect of a tied house covenant entered into by his landlord. In the same year COZENS-HARDY, J., held that a brewer's covenant imposes "a fetter upon the enjoyment of property in the hands of the plaintiff and any person taking with notice": *Rice* v. *Noakes* (1900, 1 Ch. at p. 219). The point was dealt with in the House of Lords by Lords MACNAGHTEN, DAVEY, and LINDLEY: see *Noakes* v. *Rice* (1902, A. C., at pp. 32, 35, and 36). Lord MACNAGHTEN repudiated the notion that a brewer's covenant creates an equitable burden, and said: "I rather doubt whether such an obligation can be made to run with the land or can be imposed on the owner in respect of the property except as between lessor and lessee, or in the case of a mortgage during the continuance of the security." Lord DAVEY could not assent to the assumption made by COZENS-HARDY, J., that the covenant "might constitute a good charge upon the property by virtue of the operation of the doctrine in *Tulk* v. *Moxhay*." Lord LINDLEY regarded it as an attempt "to lay a new burden on land not warranted by law or by the doctrine laid down in *Tulk* v. *Moxhay*." In view of these strong *dicta*, it is submitted that *Keppell* v. *Bailey* must now be considered as good law, and that the decisions in *Catt* v. *Tourle*, *Luker* v. *Dennis*, and *John Brothers* v. *Holmes* cannot be relied upon. A brewer's covenant is, no doubt, binding where there is privity of contract or, as in the case of landlord and tenant, where there is privity of estate. But it is submitted that it is not binding upon an assignee of the freehold, or upon an under-lessee, or even, during the subsistence of a mortgage, upon the tenant of the mortgagor.

Reviews.

County Court Practice.

THE YEARLY COUNTY COURT PRACTICE, 1906. FOUNDED ON ARCHBOLD'S COUNTY COURT PRACTICE AND PITT-LEWIS'S COUNTY COURT PRACTICE. By G. PITT-LEWIS, K.C., and Sir C. ARNOLD WHITE, Chief Justice of Madras. 1906 EDITION. By His Honour Judge WOODFALL, a Member of the Rule Committee, and E. H. TINDAL ATKINSON, B.A., Barrister-at-Law; assisted by WILLOUGHBY JARDINE, B.A., LL.B., Barrister-at-Law. THE CHAPTER ON COSTS AND THE PRECEDENTS OF COSTS. By MORTEN TURNER, Esq., Registrar of the Watford County Court. VOL. I.: GENERAL JURISDICTION AND JURISDICTION IN ADMIRALTY, CONTAINING THE COUNTY COURTS ACTS, 1888 AND 1903; THE EMPLOYERS' LIABILITY ACT, 1880; THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1900; THE ADMIRALTY JURISDICTION ACTS, 1868 AND 1869, &c.; TOGETHER WITH THE RULES AND FORMS. VOL. II.: ENACTMENTS CONFERRING SPECIAL JURISDICTION UPON THE COUNTY COURTS. Butterworth & Co.; Shaw & Sons.

The Workmen's Compensation Acts have thrown a great deal of additional work on the county courts, and the Act of 1897, as is well known, has given rise to a vast amount of litigation. A special feature of the Yearly County Court Practice is the fulness with which the decisions on that Act have been collected, and the legal principles which are applicable to the Act are stated as far as possible in the words of the judgments of the superior courts. Attention may be called, for instance, to the note on the meaning of accident "arising out of and in the course of the employment" (section 1 (1)), and to the full and systematic collection of the cases on section 7, which defines the works which come within the Act. Equally complete are the notes on the County Courts Acts, 1888 and 1903, following the various sections. Thus section 79 of the Act of 1888, which directs the proceedings on hearing the plaint, has an elaborate note explaining the proceedings at the trial, with a statement of the practice as to oral and documentary evidence. The new rules of 1905 have been incorporated; in particular those which have been added to order 22A, with reference to the extended jurisdiction under the Act of 1903; and the convenience of practitioners has been consulted by distinguishing upon the edge of the book its various parts—County Court Act, Rules, Costs and Fees, &c. The two volumes bound in one make a complete, and not too bulky, guide to county court practice.

The Law Annual.

THE LAW ANNUAL, 1906. Edited by R. GEOFFREY ELLIS and MAX A. ROBERTSON, Barristers-at-Law. William Green & Sons.

A great deal of information of use to the lawyer in his daily practice is collected in this annual, and the various subjects are conveniently indicated in red lettering on the edge of the book. The first part is devoted to a calendar and list of officials, to stamp, estate, and other duties, and to election law, fees, and costs; then follows a copious collection of the statutes which are most frequently required for reference, arranged under various headings such as "Contract and Commercial," "Bankruptcy," "Companies," "Landlord and Tenant," "Solicitors," "Property, Conveyancing and Chancery," and lastly there is a dictionary of points of law, and an arrangement of the more important matters of colonial law. Considerable care has been given to making the dictionary of points of law complete and practical, and such subjects as "Husband and Wife" and "Landlord and Tenant" present in concise form the effect of the recent decisions. Under the former head reference may be made specially to the *resumé* of cases on a wife's authority to pledge her husband's credit, and under the latter to the very ample statement of the effect of the recent cases on a tenant's liability under his covenant to pay rates and taxes, including the questions which have arisen in this connection under the Factory and Workshop Act, 1901. The volume serves a useful purpose in bringing up to date the information on many important points of law.

Sale of Goods.

THE SALE OF GOODS ACT, 1893, INCLUDING THE FACTORS ACTS, 1889 AND 1890. By M. D. CHALMERS, C.B., C.S.I. (Draftsman of the Act), late Parliamentary Counsel to the Treasury, Judge of County Courts, and Law Member of the Viceroy's Council in India. SIXTH EDITION. William Clowes & Sons (Limited).

The Sale of Goods Act is one of the few results which have followed from the efforts made in the last century to achieve the codification of the law, and it has shewn the advantages of this form of legislation where the development of the law has reached a suitable stage. This edition of the Act remains in the hands of its draftsman, and the reader has the advantage of Mr. Chalmers' very useful notes, which shew how the provisions of the code have arisen out of the pre-existing law, and which also point out their practical effect. One of the most interesting features of the Act is the re-enactment in section 4 of section 17 of the Statute of Frauds, with the amending provision of section 7 of Lord Tenterden's Act (9 Geo. 4, c. 14), and Mr. Chalmers points out in a note the changes which have been made in section 17 and the exact reasons which dictated them. Judicial decision has not so far added very much to the interpretation of the Act, but the definition of "acceptance" in section 4 (3) has been held to include an inspection and sampling of goods, though the result is a rejection of them: *Abbot* v. *Wolsey* (1895, 2 Q. B. 97). The Factors Act, 1889, and Factors (Scotland) Act, 1890, follow the principal statute, and the notes include a reference to the series of cases leading up to *Helby* v. *Matthews* (1895, A. C. 471), which determine when a hirer of goods under a hire-purchase agreement is a person who has "agreed to buy goods" so as to be able to make a title under section 9 of the Act of 1889.

Trade Unions.

TRADE UNIONS AND THE LAW. By DAVID FALCONER PENNANT, Barrister-at-Law. Stevens & Sons (Limited).

Both in regard to the importance of recent decisions, and in regard to the prospect of future legislation, the subject of this book is of exceptional interest, and it has been treated by the author with much ability. In the introduction he traces the rise of trade unions and the nature of the settlement which was arrived at by the Trade Union Act, 1871, and the Conspiracy and Protection of Property Act, 1875, and describes the breach of the settlement which has been supposed by trade unionists to be involved in the decisions in *Lyons* v. *Wilkins* (1896, 1 Ch. 811), the *Taff Vale case* (1901, A. C. 426), and *Quinn* v. *Leathem* (1901, A. C. 495). He then explains the proposals made in recent Bills for once again defining how far the operations of trade unions in controlling trade disputes can be carried. In the book itself the effect of the above statutes and of the recent decisions is carefully discussed, and its perusal can be recommended to anyone who has occasion to consider the relation of such authorities as the *Mogul case* (1892, A. C. 25), *Allen* v. *Flood* (1898, A. C. 1), *Quinn* v. *Leathem* (*supra*), and *South Wales Miners' Federation* v. *Glamorgan Coal Co.* (1905, A. C. 239). The exact points decided in these and other recent cases are brought out with much skill, and Mr. Pennant's book should be very valuable, not only to the lawyer who is engaged upon a trade union case, but to all who are interested in the proposed new legislation.

Practice.

THE A B C GUIDE TO THE PRACTICE OF THE SUPREME COURT, 1906. FOURTH EDITION. By FRANCIS A. STRINGER, of the Central Office of the Supreme Court. WITH DIARY FOR NOTES OF APPOINTMENTS. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This convenient epitome in alphabetical arrangement of the practice of the Supreme Court has been brought up to date by the inclusion of recent rules of court, decisions, and other new matter; and the convenience of practitioners has been studied by the insertion of several new titles, including "Appeal from District Registrar," and "Appeal from Master in K.B.D."; and fuller information as to practice has been given under the heads of "Committal" and "Information." For an example of the care and method with which the matter under the various headings has been compiled and arranged, reference may be made to "Discovery and Inspection"; and under the sub-heading "Exorbitant Rate of Interest," to "Interest," reference is made to the recent cases on the Moneylenders Act, 1900. But the editor, in making additions, has not forgotten that conciseness is the most valuable mark of a work of this kind, and the book remains a very handy guide to practice.

Corporations.

THE GENERAL PRINCIPLES OF THE LAW OF CORPORATIONS: BEING THE YORKE PRIZE ESSAY FOR THE YEAR 1902. By C. T. CARR, Barrister-at-Law. Cambridge University Press.

This is not a book likely to be of much assistance to the practitioner wrestling with a knotty point of company law. It is, however, a most interesting and illuminating essay on the real nature and character of corporations treated from historical and logical as well as from legal points of view. For many purposes a corporation is a person in the eyes of the law; and by the Interpretation Act, 1889, the word "person" appearing now in an Act of Parliament includes any body of persons corporate or incorporate, unless the contrary intention appears. At one time the idea that a corporation was analogous to an individual was followed out to curious results. Thus it was held that, as a headless person is powerless, therefore a corporation unless it has a head is incomplete and cannot act. We are familiar in our own times with the much-debated problem whether a corporation can be guilty of malice or fraud. We are becoming familiar with the idea that corporations may be liable in criminal proceedings. All who are interested in the law and metaphysics of such questions should make a study of this book.

Torts.

A SUMMARY OF THE LAW OF TORTS, OR WRONGS INDEPENDENT OF CONTRACT. By ARTHUR UNDERHILL, LL.D., Barrister-at-Law. EIGHTH EDITION. By the Author and J. GERALD PEARY, Barrister-at-Law. Butterworth & Co.

We have long been familiar with this book, and have always considered it the best on the subject to put into the hands of a student. The law is stated in a series of articles, each consisting of a carefully worded enunciation of an important principle. Following the articles are notes of explanation and illustration which make the whole subject remarkably clear. This new edition will, we have no doubt, be received by the present generation of students with as much satisfaction as previous editions have been by many past generations. This edition omits the chapter on Infringement of Patents, Copyright, and Trade-marks, which was rather out of place in an elementary text-book on so wide a subject. The cases now appear in footnotes instead of in the body of the text as in former editions. This change much improves the appearance of the pages and adds to the pleasure of reading the book.

Valuations and Compensation.

VALUATIONS AND COMPENSATION: A TEXT-BOOK ON THE PRACTICE OF VALUING PROPERTY AND ON COMPENSATION IN RELATION THERETO. FOR THE USE OF ARCHITECTS, SURVEYORS, &c. By Professor BANISTER FLETCHER. THIRD EDITION. By BANISTER F. FLETCHER, F.R.I.B.A., F.S.I., and H. PHILIPS FLETCHER, F.R.I.B.A., F.S.I., Barrister-at-Law. B. T. Batsford.

This is not a law book, nor does it profess to be written for lawyers, but there is some law in it, and a great deal that is very useful for the lawyer to know. When the young barrister receives his first brief in a compensation case, he probably finds no difficulty in getting the information he requires as to the law on the subject. But when he reads his surveyor's or valuer's proof he finds many things unexplained. For example, he finds a calculation made on a three per cent. basis, and he sees no reason why it should not be four or five or six per cent. His law books probably do not help him, but this work will give him the information he needs. We advise every lawyer who is not well acquainted with the principles of valuation to consult this little book before dealing with the evidence of expert valuers.

Costs.

A B C GUIDE TO COSTS IN CONVEYANCING AND GENERAL BUSINESS AND IN THE CHANCERY AND KING'S BENCH DIVISIONS OF THE HIGH COURT OF JUSTICE. By C. W. SCOTT, Supreme Court Taxing Office. Waterlow & Sons (Limited.)

The design of this book is to apply the alphabetical arrangement to all allowances in respect of conveyancing and general business in the Chancery and King's Bench Divisions, and accordingly the practitioner in preparing his bill of costs will find the information which he may require as to any particular item concisely inserted here under its appropriate letter. In some cases—as under "Attendances"—the entries are numerous, but the alphabetical arrangement is used also for the various sub-headings, so that the length of the heading causes no difficulty. The headings appear to be well selected, and the book, which is conveniently printed and bound, should be very useful in solicitors' and district registrars' offices.

Books of the Week.

Orders Issued by the Local Government Board, and their Proceedings under the Acts relating to the Relief of the Poor, the Elementary Education Act, 1876, the Vaccination Acts, 1867 to 1898, and the Local Government Act, 1894, with Exhaustive Notes and an Elaborate Index. First Edition. By ALEXANDER MACMORRAN, M.A., and S. G. LUSHINGTON, M.A., B.C.L., Barristers-at-Law. Second Edition. In Two Vols. By ALEXANDER MACMORRAN, M.A., K.C., and E. J NALDRETT, Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The Law of Compensation, with Appendices of Forms, Rules, and Orders, &c. By ALFRED A. HUDSON, Barrister-at-Law, assisted by H. E. MILLER, W. A. PECK, and S. HUMPHRIES, Barristers-at-Law. In Two Vols. Sweet & Maxwell (Limited).

The Practice at Parliamentary Elections and the Law Relating Thereto, with an Appendix of Statutes. By D. WARD, Esq., B.A., LL.B., K.C., Transvaal. Third Edition. By S. G. LUSHINGTON, Esq., M.A., B.C.L., Barrister-at-Law, assisted by F. J. COLTMAN, Esq., Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

Correspondence.

The Land Transfer Act.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The late Attorney-General, when asked whether the Government would grant the much-desired inquiry into the working of the vexatious Land Transfer Act, replied that he did not consider that any case had been made out for such an inquiry. How he arrived at such an opinion it is difficult to say.

It seems to me that the Law Society might usefully ask the new Attorney-General whether he is prepared to recommend the new Government to order an inquiry, and the request would probably be much more effective if it were addressed to the Attorney-General *before the election* through or with the assistance of the Law Society of Leeds.

"GRAY'S-INN."

Jan. 2.

Cases of Last Sittings.

Court of Appeal.

Re **ODDY. MAJOR** *v.* **HARNESS.** No. 2. 20th Dec.

PRACTICE — JURISDICTION — JUDGMENT — JUDGMENT THAT PLAINTIFF DO RECOVER MONEY—ENFORCING PAYMENT—FOUR-DAY ORDER—R. S. C., XLI., 5; XLII., 3.

This was an appeal from a decision of Buckley, J., dismissing a motion to discharge an order made by him at chambers. On the 5th of August, 1905, the plaintiff obtained judgment against the defendant. The judgment as drawn up contained a declaration that the defendant had committed a breach of trust, and an order that the plaintiff do recover from the defendant the sum of £—, being the sum due to the plaintiff after making certain deductions. A receiving order was made against the defendant on his own petition, and the plaintiff then applied for an order that the defendant should, within four days after service of the order, pay to the plaintiff the sum recovered by the judgment of the 5th of August. Buckley, J., made the order at chambers. The defendant moved to discharge the order, but Buckley, J., dismissed the motion, being of opinion that he had jurisdiction to make the four-day order under ord. 42, r. 3. The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—I think this appeal must be allowed. So far as the practice is concerned, the case of *Drewitt* v. *Edwards* (26 W. R. 60, 122), in the Court of Appeal, which was cited to us, is a clear authority. I am aware that that case was decided before ord. 42, r. 3, was made, but, so far as the practice is concerned, the judgment there, to my mind, shews as clearly as possible that you could not, according to the practice at common law, supplement an order that you could recover by a four-day order, while in the Chancery Division that form of order was not in use at all. *Drewitt* v. *Edwards* was followed in *Hulbert* v. *Cathcart* (1894, 1 Q. B. 344), and there it is laid down in an emphatic manner that an order of this sort could not be followed by a four-day order. Then comes ord. 42, r. 3, on which I think Buckley, J., intended to base his judgment. By rule 3 "a judgment for the recovery by or payment to any person of money may be enforced by any of the modes by which a judgment or decree for the payment of money of any court whose jurisdiction is transferred by the principal Act might have been enforced at the time of the passing thereof." Buckley, J., says that this case comes within the words of that rule. But I agree with the argument that to make a four-day order is not to enforce the original order. In my judgment it is to add a new order. It would not be correct to say that a four-day order, so far as it fixes a time, is an order which ought, in the ordinary course, to be added to an order that the plaintiff do recover. Not only have I never known such a thing done, but it would often defeat the very object of taking an order in this form. The appeal must be dismissed.

STIRLING and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Cave*, K.C., and *Luxmoore*; *Cannot*. SOLICITORS, *Stark, Edwards, & Co.*; *H. Dade & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

FEAR *v.* **MORGAN.** Kekewich, J. 25th and 26th October.

EASEMENT — LIGHT — INDEFEASIBLE RIGHT — PRESCRIPTION — LEASE—SURRENDER—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), s. 3.

This was an action to restrain the interference with ancient lights. The plaintiff and the defendant were the tenants of two adjoining houses, 16 and 18, North-parade, Aberystwith, which belonged to the corporation. The two premises were demised in 1825 by one lease, but in 1827 they were severed. In 1860 No. 16 came into possession of the immediate predecessor in title of the plaintiff Watkins. In 1898 Watkins applied to the corporation for a renewal of the lease, who granted the renewal subject to his making certain improvements, which included raising the buildings at the back of the premises. Watkins died, and his son applied for an extension of time. The alterations were completed in 1899. Watkins, junior, surrendered the old lease of No. 16 on the 30th of April, 1900, and a new lease was granted to him on the 1st of May, 1900, which lease contained general words under the Conveyancing Act, 1881; afterwards John Watkins assigned the lease to the present plaintiff's lessors. In 1898 Mrs. Davies, the defendant's predecessor in title of No. 18, applied for a renewal of her lease, which was granted subject to certain conditions which she did not comply with. In 1903 she again applied for a renewal, which was granted subject to her raising the buildings at the back of her premises another storey, which was done, a wall originally 6ft. 10in. high, and which was within 3ft. from two windows at the back of the premises of the plaintiff, being raised to 16ft., thereby affecting the plaintiff's light, and thus constituting the obstruction complained of in this action. The defendant pleaded that the corporation had in view a scheme for the improvement of the whole block of buildings in which these two houses were situated, which scheme involved the alteration and raising of the buildings at the back of the premises, and that as John Watkins was a member of the corporation and of the finance committee which had the scheme in hand he was fully cognizant of the said scheme. For the plaintiff it was contended that an absolute and indefeasible right to light had been acquired by uninterrupted user for twenty years, both as against the landlord and also as against another tenant: *Frewen* v. *Philipps* (11 C. B. N. S. 449), which was approved by Lindley, L.J., in *Wheaton* v. *Maple* (1893, 3 Ch. 48). The fact that the old lease was surrendered before the new one was granted made no difference, as the right attached to the house by virtue of the statute: *Robson* v. *Edwards* (1893, 2 Ch. 146). The plaintiff was also entitled by grant under the general words in the lease. There was no such general scheme which Watkins knew of, so that he must be held to have impliedly given up his right: *Birmingham, Dudley, and District Banking Co.* v. *Ross* (38 Ch. D. 295). For the defendant it was argued that there was no case which decided that a tenant could prescribe against his landlord, and that Lindley, L.J.'s, *dictum* in *Wheaton* v. *Maple* that *Frewen* v. *Philipps* so decided was *obiter dicta*. *Frewen* v. *Philipps* was inconsistent with *Colls* v. *Home and Colonial Stores (Limited)* (1904, App. Cas. 179). It is essential that the easement should be acquired by the owner of the one fee against the owner of the other fee: *Kilgour* v. *Gay* (1904, 1 Ch. 457). It was not necessary to prove that there was an actual building scheme, it was sufficient to shew that the defendant knew that the buildings were being raised. Regard must be had to all the circumstances of the case to see whether the easement was intended to be absolute or limited: *Godwin* v. *Schweppes* (1902, 1 Ch. 933).

KEKEWICH, J.—The real question to be decided in this case is whether what occurred in 1900 in any way altered the position of Watkins, junior, and those who claim under him, and in order to determine that question it is obviously necessary to see what was the real position of affairs then. At that time John Watkins, junior, and his predecessors had for more than twenty years been in the enjoyment of the uninterrupted user of light passing through the two windows. It is not necessary to say whether the right was an absolute and indefeasible one, or only a right which could be supported at law. I accept Lord Macnaghten's definition in *Colls* v. *Home and Colonial Stores (Limited)* (1904, App. Cas., at p. 189): "Unless and until the claim is thus brought into question, no absolute or indefeasible right can arise under the Act." There is what has been described as an inchoate right; but I pass that by as Lord Macnaghten went on to say that it was a question of little or no practical importance. The important thing is that Watkins had for more than twenty years had the uninterrupted user of the light. It is said that this length of user would not give him a right to the light. Both the plaintiffs and the defendant claim under one common landlord and also under a common lease, and it is said that under those circumstances one of the lessees cannot acquire a right to light as against the other or as against the landlord. In *Frewen* v. *Philipps* (11 C. B. N. S. 449) the question arose as to the right to light between two tenants of a common landlord, but not under the same grant, but I cannot see any distinction between a case where the tenants claim under a common grant and a case where they claim under two leases granted by the same landlord. There is nothing to shew that the distinction is of any importance. In that case it was decided that the circumstance of the two houses being held under the

same landlord did not prevent one tenant from acquiring an indefeasible right to light as against the other. I accept the decision in *Frewen* v. *Philipps*, and it is unnecessary for me to go into the reasons given in that case, because it has been approved by the highest authority short of the House of Lords. In *Wheaton* v. *Maple & Co.* (1893, 3 Ch. 48) Lindley, L.J., said: "It was contended that *Bright* v. *Walker* is inconsistent with *Frewen* v. *Philipps*; but this is a mistake attributable to the wording of the head-note in the latter case. In that case the plaintiff had acquired the easement he claimed not only against the defendant, the adjoining tenant, but also against his lessor, although the plaintiff and the defendant both held under the same landlord." Further, *Wheaton* v. *Maple & Co.* is a strong illustration of the same principle, because there the landlord was the Crown, and as the Crown could not be bound under the Prescription Act, it was held the lessee could not be bound either. The whole argument in that case turned on whether the Crown could be bound. Both the other Lords Justices agreed with Lindley, L.J., on this point. Lopes, L.J., on p. 68, said: "*Frewen* v. *Philipps* in no way conflicts with *Bright* v. *Walker*, for the title there acquired was absolute and indefeasible, being good against the reversioner and every person having any interest in the *locus in quo*," and A. L. Smith, L.J., on p. 72, said: "In other words a person cannot obtain an absolute and indefeasible right within the meaning of the statute unless by the user he can get a right against all. If he does not he gets no absolute and indefeasible rights within the section." There is no doubt that up to that time Watkins had had the uninterrupted right to the light, and if it had been called in question then he would have been held to have had an indefeasible right, but nothing was done to alter that position, and the right remained as an inchoate right. What happened in 1900 to prevent that inchoate right from maturing? J. Watkins, jun., was not only a member of the town council from 1894 to 1897, but he was also a member of the finance committee which looked after the buildings, the property of the corporation; he knew their policy and he knew what was being done in regard to the houses in North Parade, and how far uniformity was being insisted upon by the council; he knew what was being done with regard to No. 16, in which he was interested, and that an application by Mrs. Davies for a new lease in respect of No. 18 had been refused because she would not comply with the corporation's conditions, but he also knew that sooner or later she would have to give way; and knowing all this he took a new lease of No. 16. He might have taken the new lease without surrendering the old one on conditions agreed to with the council, but he did not do so; he surrendered his old lease to the intent that a new lease might be granted, which was done next day. What did that lease confer? I will take it from the judgment of North, J., in *Robson* v. *Edwards* (1893, 2 Ch. 146), not forgetting Lord Macnaghten's judgment in *Colls' case*, at p. 149. He said: "What difference does it make that, that lease coming to an end, the ground landlord renewed the lease or agreed to renew the lease to the same tenant? In my opinion it does not make any difference. The contention is that it puts an end to the right to light acquired by the twenty years which had expired before Christmas, 1882, and it is said that because that lease ended and a new one was granted no time had run, and you must begin to count the twenty years afresh. In my opinion that is not the law. When twenty years had run, the right was acquired absolute and indefeasible in respect of the access of light to that house; and when the house was leased afterwards the right given by law passed with it, not by reason of the lease, though no doubt the person who became tenant went in under the lease; but he did not get the grant to the light by the lease in any sense. He got the house by the lease and the law gave the tenant, the occupier of the house, the right to the enjoyment of that light at that time." That is to say that Watkins, by the lease of May, 1900, got the house with the inchoate right to light which could be turned into an indefeasible right by being challenged. It was quite open to him to have contracted himself out of that right and to have given up that inchoate right. But there are cases that determine that when the question is whether a man must be held to have impliedly given up the right to light all the surrounding circumstances must be looked at. The great case as to that is *Birmingham, Dudley, and District Banking Co.* v. *Ross* (38 Ch. D. 295). All that is necessary to say about that case was said by Joyce, J., in *Godwin* v. *Schweppes* (*Limited*) (1902, 1 Ch., at p. 933): "But in the very important case of *Birmingham, Dudley, and District Banking Co.* v. *Ross* it was determined that although a grantor shall not derogate from his own grant this rule does not entitle the grantee of a house with the lights, under the words imported into the grant by the Conveyancing Act, 1881, to any easement of light to an extent inconsistent with the intention to be implied from the circumstances existing at the time of the grant and known to the grantee." Bearing that in mind there is no question of a grantor derogating from his grant, but of a right acquired in the sense that it might be insisted upon at any moment. Having regard to Watkins' position and what he knew, and also bearing in mind that the opinions of public bodies might change and a different policy be adopted, can he reasonably be said to have been so convinced that No. 18 would be rebuilt or altered so as to obstruct the light to No. 16? Ought he so to have anticipated this that he must be held to have taken his new lease upon that condition? It seems to me that to go so far as to infer that Watkins took his new lease with all its obligations, and as part of them the liability to have his right to light which he had enjoyed for more than twenty years obstructed is much further than any court of law ought to go. I have decided the case upon the facts as proved. The defendant's particulars go much further. They allege that there was a building scheme, but nothing in the nature of a building scheme was proved. I think that the plaintiff is entitled to the declaration which he asks, and that he is entitled to an absolute and indefeasible right to light.—COUNSEL, *P. O. Lawrence*, K.C., and *A. Dunham*; *Stewart Smith*, K.C., and *L. F. Potts*. SOLICITORS, *Wa'kins & Pulleyn*, for *Hugh Hughes*, Aberystwith; *H. A. Hughes*, for *A. J. Hughes*, Aberystwith.

[Reported by R. FRANKLIN STUBBING, Esq., Barrister-at-Law.]

THE LORD MAYOR, ALDERMEN, AND CITIZENS OF THE CITY OF MANCHESTER *v.* THE NEW MOSS COLLIERY (LIM.). Farwell, J. 21st, 22nd, 23rd, 28th, 29th, and 30th Nov.; 1st and 12th Dec.

MINES AND MINERALS—SUBSIDENCE—LATERAL AND VERTICAL SUPPORT—CONSTRUCTION OF WATERWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 17).

In this action the plaintiffs sought to restrain the defendants from conducting mining operations so as to cause damage to certain lands of the plaintiffs and works thereon. The plaintiffs, as local authority for the city of Manchester, had acquired the lands in question under powers given to them by a special Act, and on these lands they had constructed reservoirs. They now alleged that the defendants were injuriously affecting the lands and reservoirs by working the underlying seams of coal. It appeared that part of the land in question had been purchased by the plaintiffs from one Taylor, and part from the Earl of Stamford. The defendants denied that they had wrongfully removed the underlying minerals or that they had caused the alleged damage. They alleged that when the plaintiffs purchased the Stamford land the mines and minerals and the right to work the same had been excepted, and that the Earl of Stamford had demised the mines of coal and cannel and the powers of working them to the defendants for fifty years from 1898. They further alleged that all the land in question was purchased by the plaintiffs under Acts of Parliament incorporating the Waterworks Clauses Act, 1847, and that no distance within the meaning of section 22 of that Act had been prescribed. Further, that in 1899 the defendants gave notice under that Act to the plaintiffs of their intention to work certain of the mines adjacent to and under the plaintiffs' reservoirs, and in 1903 gave a further notice of their intention to work the mines comprised in the said lease, and that the plaintiffs had never expressed readiness to treat for payment of compensation by the plaintiffs under the said Act. Also that the damage (if any) to the Taylor land was caused by workings within forty yards of the lands or works after the aforesaid notices had been given, and that the plaintiffs were not entitled to any remedy in that respect. In the alternative the defendants alleged that the damage (if any) had been caused by workings at a greater distance than forty yards from the lands or works damaged, and that, under the Waterworks Clauses Act, 1847, the plaintiffs were not entitled to have the land or works supported by the defendants' mines at such greater distance and could claim no remedy. The defendants counterclaimed compensation for the obligation of leaving mines unworked in the event of their being liable for working mines under the Stamford land more than forty yards from the Taylor land.

Dec. 12.—FARWELL, J., said it was plain, on the face of the conveyances and Acts, that both the Taylor and Stamford lands were acquired under statutory powers for the purpose of the waterworks, and it followed that the conveyances were to be read as if the Acts of Parliament were incorporated therein, whether the lands were taken compulsorily or by agreement: *Elliot* v. *North-Eastern Railway* (11 W. R. 604, 10 H. L. Cas. 333). When the undertakers had compulsory powers it could make no difference whether the landowner drove them to use those powers or yielded. *Fletcher* v. *Great Western Railway* (8 W. R. 501, 4 H. & N. 242, 5 H. & N. 689) was to the same effect as *Elliot* v. *North-Eastern Railway* (*supra*). The plaintiffs' rights fell to be determined as owners who had acquired under statutory powers. The authorities cited in argument established that in the case of railway and waterworks undertakings the common law in respect of vertical and lateral support had been displaced by a statutory code: Lord Esher in *Re Lord Gerard and London and North-Western Railway* (43 W. R. 374; 1895, 1 Q. B. 459). That was fully borne out by the *Great Western Railway Co.* v. *Bennett* (15 W. R. 647, 2 H. L. 27) and *Holliday* v. *Wakefield Corporation* (40 W. R. 129; 1891, A. C. 81). The code applied, whether the land were taken compulsorily or not, in all cases where the undertakers acquired lands under statutory powers which incorporated the Railway Clauses Act or the Waterworks Clauses Act, as the case might be. Sections 18 to 27 inclusive of the Waterworks Clauses Act, 1847, should be read together. Except that section 27 of the Waterworks Clauses Act had no equivalent in the Railway Clauses Consolidation Act, his lordship agreed with the late A. L. Smith, L.J.'s, statement in *Consett Waterworks Co.* v. *Ritson* (22 Q. B. D. 318, at p. 329) that there was no material distinction between the two Acts in that respect: the sole difference was that in the latter Act it was provided that if no compensation were paid it should be lawful for the mine owner to work the mines, and in the former there were added the words "as if this Act and the special Act had not been passed." In his lordship's opinion those words were necessarily implied in the latter Act, and their insertion in the former Act added nothing to the clause, and the decided cases which had been cited were equally applicable whether they related to railways or to waterworks. With regard to sections 18 to 27 of the Waterworks Clauses Act, 1847, his lordship considered that section 18, either by itself or in conjunction with the following sections, had the effect of depriving the undertakers of all right to support from the excepted mines, a right which would otherwise be implied, as the sale was for the purpose of the undertaking (*Pountney* v. *Clayton*, 31 W. R. 664, 11 Q. B. D. 820, at p. 834), as soon as the mine owner was in a position to give notice of his intention to work his mines. The principle of the Act was that no person should be deprived of his mines without compensation. The real question here was, what extent of estate and interest, on the true construction of the Act, had the plaintiffs succeeded in appropriating to themselves? The defendants were entitled to work within the statutory area, whether they let down the plaintiffs' reservoirs or not. The next

question was as to the rights of the parties outside the statutory area—in this case forty yards, as the plaintiffs' private Acts gave no other limit. The plaintiffs' contention was that they were entitled to support beyond the area chosen by themselves without paying compensation—in other words, that they could give themselves rights without payment by neglecting to secure a proper area of protection. The conveyance and the Acts could not be construed so as to allow the plaintiffs to increase their rights by their own default. Undertakers could not claim under conveyances made in pursuance of Acts incorporating the Railways Clauses Consolidation and Waterworks Clauses Acts—whether such conveyances were of surface alone, or of surface and minerals—any right to support from land belonging to any person to whom they had not paid or were not ready and willing to pay compensation under the Act. The result was that the action failed and would be dismissed with costs.—COUNSEL, *J. Fletcher Moulton*, K.C., *Jenkins*, K.C., and *H. Fletcher Moulton*; *Neville*, K.C., *Upjohn*, K.C., and *R. F. MacSwinney*. SOLICITORS, *Austin & Austin*, for *W. H. Talbot*, Manchester; *Bower, Cotton, & Bower*, for *H. G. Hall*, Ashton-under-Lyne.

[Reported by F. HARDINGE DALSTON, Esq., Barrister-at-Law.]

CARLISH *v.* SALT. Joyce, J. 30th Nov.; 5th and 21st Dec.

DEPOSIT—RETURN OF—PARTY WALL NOTICE AND AWARD—CONCEALMENT OF BY VENDOR—MATERIAL FACT—TITLE.

This was an action for return of deposit and interest thereon at 4 per cent. per annum and costs and expenses of negotiations; or, in the alternative, rescission of contract. On the 12th of October, 1904, an agreement was entered into by the plaintiff and the defendants whereby the plaintiff agreed to purchase the freehold hereditaments, No. 9, Portsmouth-street, Lincoln's-inn, from the defendants for the sum of £1,950, and to pay forthwith a deposit of 10 per cent. on the purchase price, and it was further agreed that the purchase should be completed before the 25th of December, 1904. The plaintiff accordingly paid the defendants' agent the sum of £195 deposit as aforesaid. Previously to this, on the 2nd of November, 1903, a party wall notice under the London Building Act, 1894, was duly served on the defendants by the owner of the adjoining premises, No. 10, Portsmouth-street (hereinafter called the building owner), whereby the building owner gave notice that he intended to execute certain works therein mentioned in connection with the party wall separating Nos. 10 and 9. The defendants did not consent to the said notice, and accordingly they appointed a surveyor to act on their behalf in reference thereto. The respective surveyors of the building owner and of the defendants made their award under the London Building Act, 1894, on the 10th of October, 1904. Under this award it was (*inter alia*) agreed: (1) That the wall separating Nos. 9 and 10 was a party wall; (2) that the said wall was of insufficient strength for the purposes of the building owner, and having been condemned by the district surveyor should be forthwith rebuilt by the building owner the centre line of the new wall being upon the centre line of the old wall; (3) that the whole of the works should be carried out at the expense of the building owner, but that the defendants should pay their share when the work was completed. The defendants failed to disclose these facts to the plaintiff on or previously to the 12th of October, 1904. The building owner immediately proceeded to carry out the works mentioned in the said award. On the 4th of November, 1904, a dangerous structure notice under the London Building (Amendment) Act, 1898, was served upon the defendants requiring them forthwith to take down various portions of the said premises and to shore up the same immediately. By an order of the magistrate of the Bow-street police-court dated the 5th of December, 1904, the owner of the said premises was ordered within six weeks from the service thereof to take down various portions of the walls and roofs of the said premises as therein mentioned. Subsequently, and in obedience to the said order, the defendants completely pulled down the said premises. Previously to the pulling down of the said premises they were in the occupation of a tenant. The plaintiff alleged that the condition of the premises which necessitated the dangerous structure notice arose from the carrying out of the works mentioned in the award, and that thereby a good tenant had been lost. The plaintiff further alleged that the party wall notice and the award thereunder were material facts which it was the duty of the defendants to disclose. The defendants contended that the plaintiff had bought the premises with a view to pulling them down and rebuilding, and that therefore the party wall notice and the award were not material facts; but even if they were material facts that would only entitle the plaintiff to have the incumbrance cleared off before completion. The following cases were cited: *Stevens* v. *Adamson* (2 Stark. 422), *Turner* v. *Green* (39 SOLICITORS' JOURNAL 484; 1895, 2 Ch. 205), *Whittington* v. *Seale Hayne* (44 SOLICITORS' JOURNAL 229; 1900, W. N. 31), *Newbigging* v. *Adam* (31 SOLICITORS' JOURNAL 155, 34 Ch. D. 582), *In re Leyland and Taylor's Contract* (44 SOLICITORS' JOURNAL 684; 1900, 2 Ch. 625), *Howe* v. *Smith* (28 SOLICITORS' JOURNAL 562, 27 Ch. D. 89), and *Soper* v. *Arnold* (38 W. R. 449, 14 A. C. 429).

JOYCE, J., in giving a considered judgment, reviewed the facts, and said: The vendor of real estate is under an obligation to disclose a material defect in the title or in the subject of the sale which is exclusively within his knowledge and which the purchaser could not be expected to discover for himself with the care ordinarily used in similar transactions. It is unnecessary for me to decide that there was on the part of the vendors any fraud, even in the sense in which that word is used in courts of equity, but they concealed, for they did not divulge, a fact known only to themselves which was material to the value of the property. I must follow *Stevens* v. *Adamson*, and order the defendants to pay the deposit, costs, and expenses of the negotiations.—COUNSEL, *Younger*, K.C., and *Cozens-Hardy*; *Hughes*, K.C., and *R. E. Moore*. SOLICITORS, *A. L. Jacobs*; *E. S. Bristowe*.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

OFFIN *v.* ROCHFORD RURAL DISTRICT COUNCIL. Warrington, J. 11th and 12th Dec.

HIGHWAY—ROADSIDE WASTE—ROAD BETWEEN IRREGULAR HEDGES—PRESUMPTION OF DEDICATION—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. C. 73), S. 26 (1.)—HIGHWAY AUTHORITY—ACTION WITHIN SIX MONTHS—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 VICT. C. 61), S. 1—RULES OF THE SUPREME COURT, 1883, XXV. 5.

This was the trial of an action to determine whether a piece of open grass land adjoining a highway formed portion of the highway, or whether it belonged to the owner of adjacent inclosed land free from any public right of way over it. The plaintiff was the owner of a freehold farm known as Brick House Farm, situate in the parish of South Fambridge, in the county of Essex, and this farm was intersected by a public road running from Rochford to Fambridge Ferry. The farmhouse was situated on the east side of and adjoining this road, and on the south side of the farmhouse and adjoining the road was a triangular piece of land containing rather less than half an acre open to the road on one side, but separated from the farm premises on two sides by hedges and a gate. The farm premises together with the triangular piece of land were purchased by the plaintiff and conveyed to him by a simple deed of conveyance dated the 24th of December, 1902. In 1904 the plaintiff contracted to sell the farm together with the triangular strip to a certain Mr. Edward Thomson, and the latter having entered into possession under the contract, with the consent of the plaintiff, erected a fence inclosing the triangular strip from the road, leaving a margin of about seven feet in width between it and the road. In or about July, 1904, the Rochford Rural District Council, as highway authority for the district, and in compliance with the statutory duty imposed upon them by section 26 (1) of the Local Government Act, 1894, by their agents entered upon the land and broke down and destroyed this fence. In February, 1905, the plaintiff commenced this action claiming a declaration that the triangular strip of land belonged to him absolutely, free from any public right of way or other right, and an injunction restraining the defendants, their servants and agents, from trespassing upon it. The proved facts, as to user and situation of the hedges, appear in the judgment. In their defence the defendants did not rely upon any specific acts of dedication, or specific declarations of intention to dedicate to the public, either alone or jointly with evidence of user, but claimed that the road from Rochford to Fambridge Ferry had been a public highway from time immemorial, and that the triangular strip of land had been from time immemorial, and was, used by the public as part of such highway. The defendants also relied upon section 1 of the Public Authorities Protection Act, 1893. On behalf of the plaintiff it was argued that though admittedly the metalled portion of the road was a highway, the triangular piece did not form portion of such highway. The land had been in settlement since 1826, with the exception of a small period between 1871 and 1875, and therefore during that period there had been no person capable of dedicating the land to the public. This fact was sufficient to rebut any presumption of dedication arising from user by the public during that period: per Cotton, L.J., in *Spedding* v. *Fitzpatrick* (38 Ch. D., at p. 414; 36 W. R. Dig. 157). Moreover, the existing position of the fences shewed that the strip had originally formed portion of an ancient close before the road was made across it, and therefore there was no presumption that they had been put up as the boundary of the road. Where the line of the fence was irregular, as in the present case, there was no presumption that the whole of the land between the fences was dedicated to the public: *Neald* v. *Hendon Urban District Council* (81 L. T. 405; 48 W. R. Dig. 67), *Countess of Belmore* v. *Kent County Council* (49 W. R. 459; 1901, 1 Ch. 873). With regard to section 1 of the Public Authorities Protection Act, 1893, which had been set up by way of defence, it was true that the original act of trespass by the defendants was committed more than six months before the action was commenced, but this was a continuing cause of action, since the defendants still denied the plaintiff's title, and still claimed the right on behalf of the public to trespass upon the land. Leaving out the question of an injunction, this might be treated as a proceeding merely seeking a declaration of the plaintiff's title, and as such would come within ord. 25, r. 5. It would not amount to such a "proceeding or prosecution" as is contemplated by section 1 of the Public Authorities Protection Act, 1893. On behalf of the defendants it was argued that the fact that the highway ran between fences raised a presumption that all the land between the fences was intended to be dedicated to the public, and that this presumption was raised irrespectively of the question whether the hedges were irregular or not, unless there was evidence to rebut it: *Harvey* v. *Truro Rural District Council* (52 W. R. 262; 1903, 2 Ch. 638). Here there was no evidence to rebut that presumption. The presumption might not arise in the case where the road ran through waste of a manor, but the land in question was not waste of a manor. It was not necessary to the defendants' case to prove user of the open part, provided there was user of the metalled portion, and in this case the metalled portion was admittedly a public highway. The plaintiff had not shewn any user inconsistent with an intention to dedicate. They also relied upon section 1 of the Public Authorities Protection Act, 1893.

WARRINGTON, J.—The question in this action is whether a piece of land abutting on the metalled portion of a highway does or does not form portion of the highway. It is necessary first to look at the facts which have been proved, and the *locus in quo*. From a point to the south of South Fambridge to the *locus in quo* the road, which is an ancient highway, runs between fences of one kind or another and eventually reaches the piece of land in question, which until recently has been included in and treated as part of the plaintiff's farm, known as Brick House Farm, and which lies to the east of the road. By the side of this road are strips of roadside waste

of varying width, and the piece of land in question contains about sixteen hundred square yards. When the hedge bounding the road reaches the corner of the piece of land in question, it does not run on in a continuous straight line, but turns off somewhat sharply, bounding the triangular strip on two sides, and eventually almost joins the metalled road. The triangular strip in question is covered with rough grass, and near the boundary of the metalled road is a small dip in the soil, the open ground beyond being a little higher than the road itself, but probably not higher than the crown of the road. It is possible to conjecture, on looking at the plan, that the strip of land once formed an ancient close with the land lying on the other side of the road, and that the road eventually intersected it. But this supposition is not supported by the evidence, which goes to shew that the fences inclosing the land on the other side of the road are of a different character to those bounding the strip. The strip of land has been used by tenants of the farm for various purposes: They have placed clamps of manure upon it from time to time, but always nearer to the fences than to the road; they have also grazed cattle and perhaps sheep, but the latter do not appear to have been penned upon it; they have also used it for the purpose of a roadway to and from the gate in the north-eastern corner, and one instance of threshing and stacking the straw upon it has been proved; also on one occasion when steam-ploughing was going on in an adjacent field, a house on wheels for the men stood upon it for a few days. Now none of these acts are inconsistent with the notion that the land is subject to public rights of way, and are therefore not enough to rebut the presumption on which the defendants rely. One piece of evidence was given that on one occasion a row of iron hurdles upon wheels was placed near the edge of the road, and that would have been inconsistent with a notion of public rights. But this evidence was uncorroborated, and cannot, I think, be accepted. On the other hand, no acts on the part of the public, apart from the user of the metalled portion of the road, have been proved from which we can infer dedication. But if the presumption of dedication exists with regard to the open strip, and that presumption has not been rebutted as in this case, it is not necessary to prove acts from which we can infer dedication. Therefore the real point to determine is whether the presumption exists. The doctrine upon which the defendants rely is to be found in the direction which Martin, B., gave to the jury in *Reg.* v. *United Kingdom Electric Telegraph Co*, and is thus expressed by Crompton, J., in his judgment (6 L. T. N. S., at p. 379): "In the case of an ordinary highway, although it may be of a varying and unequal width, running between fences on each side, the right of passage or way *primâ facie*, unless there be evidence to the contrary, extends to the whole space between the fences, and the public are entitled to the entire use of it as a highway, and are not confined to the part which may be metalled or kept in order for the more convenient use of carriages or foot passengers." This presumption, then, applies to an ordinary highway, but it is said that doubt has been thrown upon its application in the case of a road bounded by irregular fences in *Nesld* v. *Hendon Urban District Council* (*supra*) and in *Countess of Belmore* v. *Kent County Council* (*supra*). I think both these cases can be distinguished from the present case, because in both there was evidence to rebut the presumption, and in *Nesld's case* the land in question formed part of the waste of the manor. [His lordship referred to the judgments of Channell, J., Lord Russell, C.J., and Smith and Williams, L.JJ.] Here I am not dealing with land which forms part of the waste of a manor, and *primâ facie* there is a presumption that the hedges were originally put up to separate the land which was dedicated from land which was not dedicated; no evidence has been given to rebut this presumption, and it is impossible for me to account for the existence of the fence in any other way. I think, therefore, that the presumption exists, and that the strip of land forms portion of the highway. I must also have decided in the defendants' favour on the point raised by the defence under section 1 of the Public Authorities Protection Act, 1893. Under that section the action must be brought within six months after the cause of action arose. In this case the act complained of is the removal of the fence; that is alleged in the statement of claim and took place more than six months before the action was commenced. Under ord. 25, r. 5 the court can make a declaration of right "whether any consequential relief is or could be claimed, or not," but I think there must be a good cause of action to start with, and here there was not. The plaintiff's claim is therefore barred by the Act. There will therefore be judgment for the defendants.—COUNSEL, *Rowden*, K.C., and *Begg*; *Dickens*, K.C., and *Herbert Smith*. SOLICITORS, *Duffield, Bruty, & Co.*; *Kingsford, Dorman, & Co.*, for *W. & F. Gregson*, Southend-on-Sea.

[Reported by E. WAVELL RIDGES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

HAWKE (Appellant) v. HULTON & CO. (Respondents). Div. Court. 18th Dec.

INFORMATION UNDER 16 & 17 VICT. C. 119, SS. 1 AND 3—SELLING FOOTBALL COUPONS WITH NEWSPAPER.

This was a case stated by the stipendiary magistrate for city of Manchester. An information was preferred by the appellant under the statute 16 & 17 Vict. c. 119 against E. Hulton & Co., respondents, for that they, being the occupiers of a certain office at 2, Mark-lane, Withy-grove, Manchester, unlawfully did open, keep, and use the said office for purpose of money being received by them as or for the consideration for an undertaking or promise to pay money on events relating to a sport or exercise. The facts are as follows: The respondents are newspaper proprietors and publishers having business at Mark-lane. They publish four daily and two weekly papers. The papers are delivered to wholesale agents. During the season 1904-5 the respondents offered in the *Sunday Chronicle* a £20 prize each week for the most accurate forecast of twelve forthcoming football matches. Copies of the 4th of December, 1904, and the 15th of January, 1905, contained coupons headed "Football Estimate." Any competitor desiring to send in more than one estimate coupon could do so only by obtaining additional copies, for which the respondents would receive payment in ordinary course of business. One of the competitors in the competition received £2 4s. 6d. by way of prize. He had purchased six copies, and said he had no other purpose in purchasing the extra five copies save the purpose of getting a better chance of winning. Counsel for appellants contended the present case was distinguishable from *Camanada* v. *Hulton* (1891, 60 L. J. M. C. 116). In the latter case the only point decided was whether the purchasing of only one copy of a book with one coupon inside constituted a bet, and it was held it did not. The Act ought not to be defeated by the mere tacking of a paper to the coupon. Even if the primary object of using the premises was quite *bonâ fide*, the offence might be committed if any distinct part of the business was unlawful. For the respondents it was argued that the case came entirely within *Camanada* v. *Hulton*. This case was not in the nature of a wager, which it must be to be brought within the Act. The respondents were selling the papers in the ordinary course of their business. In the other cases the purchaser got nothing for his money except a chance to win a prize.

LORD ALVERSTONE, C.J., said the only decision of the magistrate was that he was bound by *Camanada* v. *Hulton*. In deference to the pressure of counsel he would go into the cases. The point in this case was raised by Sir H. Poland in *Camanada* v. *Hulton*, but the case proceeded on lottery and betting aspects. *Carlill* v. *Carbolic Smoke Ball Co.* (1893, 1 Q. B. C. A. 269) did not touch this case. In *Sagar* v. *Stoddart* (1895, T. L. R No. 35, vol 11, p 568, 2 Q. B. 474) *Camanada's case* is simply followed. Pollock, B., obviously thought he was dealing with a simple case of selling a coupon with a newspaper. Wright, J., thought there was still a case which might arise but which did not arise, that, namely, where facts might be found in such a competition as that as to shew that the transaction was a betting one. *R.* v. *Hobbs* (1898, 2 Q. B. 647) dealt entirely with betting. *Reg.* v. *Stoddart* (1901, 1 K. B. 177) is next in date. Here the man bought only one paper and filled up coupons. It could not be seriously contended there was not in that case a receipt of money to pay on results Then we have the Scotch case of *Hart* v. *Hay Nisbet & Co.* (37 Sc. L. R. 652). It was distinguished from *Camanada's case*, and Lord Maclaren took the view that *Camanada's case* only dealt with betting. *Stoddart* v. *Hawke* (1902, 1 K. B 353, 85 L. T. Rep 687) was also cited. These cases established that *Camanada* v. *Hulton* did not cover this case, and the case must go back to the magistrates to find whether or not the seller had in fact kept a house for the purpose of money being received for purposes contrary to the Act.

LAWRANCE and RIDLEY, JJ., concurred. Appeal allowed.—COUNSEL, *Lush*, K.C., and *Pope*; *Danckwerts*, K.C., *Horace Avory*, K.C., and *Randolph*. SOLICITORS, *Malkin & Co.*; *Wheatly & Daniel*.

[Reported by J. H. EDGAR, Esq., Barrister-at-Law.]

ELIAS AND ANOTHER *v.* DUNLOP. Div. Court. 15th Dec.

LICENSING LAW—CONVICTION UNDER SECTION 17 OF THE INLAND REVENUE ACT, 1867—THE EXCISE ACT, 1860, S. 37.

Case stated by the justices of Edgware (Middlesex), who had convicted the appellants for offences under section 17 of the Inland Revenue Act, 1867. The appellants were grocers and provision dealers carrying on business at two sets of premises in Harrow, one set being at 2 and 3, Greenhill-parade, the other set being at High-street. In respect of the premises at High-street they hold licences as spirit dealers, &c., and also a retail beer licence to be consumed off the premises, in respect of the premises at Greenhill-parade they hold the above except the retail beer licence. Both inside and outside the premises the appellants display crates of beer and inside the prices of the beer. The appellant, Richard Elias, manages the premises at Greenhill-parade, and all orders for beer taken there are forwarded for execution to High-street. No cash is accepted at Greenhill-parade. The crates are merely for window display. On the 23rd of September, 1904, the respondent went to 2 and 3, Greenhill-parade and ordered groceries He also asked an assistant what beer he had, and the assistant shewed him a printed list of prices. He ordered some beer and the assistant said the beer would have to come from the other shop. The order was in fact accepted at 2 and 3, Greenhill-parade and forwarded to and executed at High-street, and was delivered to the respondent from the High-street premises. The appellants were summoned under section 17 of the Inland Revenue Act, 1867, for that "they being persons duly authorized by licence to sell beer by retail at certain premises at Harrow did at certain other premises solicit, take, and receive an order for beer." Counsel for the appellants contended this was not a case where the person selling had no licence. There is no mention in the section of place. The summons might have been brought under section 37 of the Excise Act, 1860, where the place is expressly referred to. The Act of 1867 is against agents who have not themselves a licence. It might have been different had the action been against the assistant. The question would then have arisen whether he was a *bonâ fide* traveller. *Killick* v. *Graham*, *Linton* v. *Burchell* (44 W. R. 669; 1896, 2 Q. B. 196) could be distinguished. Counsel for the respondents argued that the appellants suggested that the assistant might have been convicted but not the principal. The action speaks of "a proper excise licence" and every excise licence has to specify the place. The rules applicable to "selling" must be applied to "soliciting." *Stallard* v. *Marks* (26 W. R. 694; 1878, 3 Q. B. D. 412) was cited.

LAWRANCE, J., after stating the facts, said that the defendants were rightly convicted under section 17, as they did not come within the proviso in favour of *bonâ fide* commercial travellers.

RIDLEY, J., concurred. The section if read by itself looks as if the place

of soliciting orders is not referred to, but when we look at section 37 of the Excise Act, 1860, the "place" must be read into the expression "a proper excise licence." The requirements as to "sale" under the earlier Act of 1860 are extended to the receipt of the orders. Appeal dismissed.—COUNSEL, *R. B. Murphy; Rowlatt.* SOLICITORS, *Neve, Beck, & Kirby; The Solicitor of Inland Revenue.*

[Reported by J. H. EDGAR, Esq., Barrister-at-Law.]

*** In the report of *Speyer Brothers and Commissioners of Inland Revenue* (*ante*, p. 128), the counsels' names are given as Danckwerts, K.C., and R. Vaughan Williams. The latter should be F. Vaughan Hawkins.

New Orders, &c.

Aliens Act, 1905.

The Secretary of State for the Home Department hereby gives notice, pursuant to section 3 of the Rules Publication Act, 1893, that on the 19th instant, for the purposes of the Aliens Act, 1905, he made Rules and Orders under sections 2, 5, and 7 of that Act.

Copies of such Rules and Orders may be purchased at the Sale Office for Official Publications, Messrs. Wyman & Sons, Fetter-lane, E.C.

Whitehall, 27th December, 1905.

Law Students' Journal.

The Travers-Smith Scholarship.

At a meeting of the Council of the Law Society, held on Friday, the 15th of December, the scholarship for the year 1905 was, on the recommendation of the trustees of the late Mr. Joseph Travers-Smith, awarded to Mr. George Ernest Shrimpton, who served his articles with Mr. T. E. Varley Kirtlan, of Bournemouth, and Messrs. Bramall & White, of London.

The Lord Chancellor's Opportunity.

A writer in the *Westminster Gazette* says that the creation in 1873 of a Supreme Court of Judicature and the abolition of the separate common law courts and of a distinct Court of Chancery, whilst producing apparent uniformity of system, destroyed a useful series of autonomous tribunals. On paper the new system was attractive, but for its effective and satisfactory working it required greater administrative capacity in the Lord Chancellor than had hitherto been necessary. To his functions as a judge of Appeal he now added those of the general manager of the Law Courts, for the only portion of the Supreme Court left with autonomous powers was the so-called Probate, Divorce, and Admiralty Division, with its President as chief and his assistant judge. . . . But Lord Halsbury's warmest admirers cannot claim that he has been a successful manager of the Law Courts, and the public, the legal profession, and all officials look to the new Lord Chancellor for a higher standard of administration, at once reforming from the point of view of the public and sympathetic from the point of view of the legal profession and the bench. One may take, for example, the subject of the Long Vacation, which has for some time been ripe for alteration by the change of its commencement to the 1st of August. There is not a lawyer, an official, or anyone of the public who has had to do with legal proceedings in the first ten days of August who has not condemned the sitting of the courts during those days as a waste of time and a public inconvenience. Yet Lord Halsbury obstinately adhered to the old arrangement and refused to alter it. More pressing questions, however, than this of the Long Vacation, the next of which is still distant, wait for solution. There are the arrears in the Court of Appeal. These can only be cleared off by a determined effort, and this effort can only take one form—namely, the temporary establishment of a third Court of Appeal until the Appeal list is placed in a normal state. Ordinary judges of the High Court can, where necessary, be called for a time to the Court of Appeal, and the Lord Chief Justice, the President of the Probate Division, and the Lord Chancellor and ex-Lord Chancellor are *ex officio* members. To set such a third court to work is, therefore, only a question of administration. Mr. Justice Farwell now presides over a Royal Commission; he would presently be well occupied in a third Court of Appeal. There are again large arrears in the King's Bench Division, and here too abnormal means are needed to deal with the difficulty. A practical plan would be to send two or three commissioners on circuit until the London lists are cleared of these arrears by the existing judges of the High Court. . . . In the area of administration is also to be included the creation of a small, permanent Practice Committee, consisting of one of more barristers, solicitors, and officials, presided over by a judge, to consider amendments of the practice of the court and to receive suggestions. Nobody could be worse suited to this purpose than the so-called Rule Committee of judges, for solicitors and officials rather than judges and barristers are those who are best fitted to ascertain the desirability of changes in the practice of the courts. It is to be hoped, also, that a more sympathetic attitude towards solicitors and officials may be looked for in the present Lord Chancellor, for Lord Halsbury systematically ignored the demands of solicitors, as was shewn over and over again. The important question of codification, also, is ready to be dealt with, it has been at a standstill since the death of Sir John Holker. The value of a code may easily be overrated, for a code cannot prevent disputes on matters of fact, and a section of it is not much more easy of application than a judicial decision. But codes are convenient both for the legal profession and the general public, and tend to simplify and systematize the general body of municipal law. A code of marine insurance has long been prepared, and codes of the highway law, prize law, and of light and air might well be undertaken. But in the administrative field the present Lord Chancellor, if anxious to make needful and reasonable changes, not, so to say, entirely off his own bat, but after obtaining views of all who are concerned for the administration of justice, may leave a permanent and honourable mark on the legal system of the country.

Obituary.

Mr. Samuel Smith.

Mr. Samuel Smith, solicitor, of Chester, died on the 28th ult. After serving his articles with the then town clerk of Chester, he was admitted in 1857, and subsequently became deputy town clerk and afterwards town clerk. He retired from that post last year, when he received from the citizens of Chester a series of presentations in acknowledgment of the services he had rendered them, special reference being made to his work necessitated by the cattle plague, the building of the town hall in 1869, the instituting of a free library, and the freeing of the Dee Bridge tolls. Mr. Smith was also clerk of the peace for the City of Chester and clerk to the Dee Conservancy Board.

Legal News.

Appointments.

Mr. R. A. WRIGHT, M.A., barrister-at-law, has been appointed by the Council of the Law Society to be an additional Tutor in conection with the society's teaching system.

Mr. GEORGE BIRCHALL, solicitor, of 85, Gracechurch-street, London, has been re-elected a Member of the Court of Common Council of the City of London for the Ward of Bishopsgate.

Changes in Partnerships.

Admissions.

Messrs. C. W. & H. B. Taylor, solicitors, of 18, Billiter-street, London, E.C., have admitted Mr. P. FRANCIS DORTÉ, LL.B. (Lond.), into partnership, and in future the style of the firm will be Taylor & Dorté.

Messrs. Morrisons & Nightingale, of Reigate, Redhill, Horley, and Brook House, 10 and 11, Walbrook, E.C., have admitted into their partnership Mr. F. J. NIGHTINGALE.

Dissolutions.

JOSEPH ALOYSIUS LACY, MORETON LAING KNIGHT, and FRANCIS MINTON, solicitors (Lacy, Knight, & Minton), 17, Philpot-lane, London, and at Birmingham. Dec. 31, 1905. So far as regards the said Moreton Laing Knight, who retires from the firm.

M. ROBERTS-JONES and RICHARD J. THOMAS, solicitors (Roberts-Jones & Thomas), Cardiff. Dec. 9, 1005. Morris Roberts-Jones will continue to carry on the said business in his own name. [*Gazette*, Dec. 29.

WILLIAM FLUX, SYDNEY THOMPSON, and WILLIAM HENRY QUARRELL, solicitors (Flux, Thompson, & Quarrell), 3, East India-avenue, London, and at Paris. Dec. 31, 1905. So far as regards the said William Flux; the said Sydney Thompson and William Henry Quarrell will continue to carry on the said business under the same style or firm as heretofore.

ARTHUR PRICE and THOMAS HENRY CORFIELD, solicitors (Pike, Price, & Corfield), 26, Old Burlington-street, London. Dec. 31, 1905. Such business will be carried on in the future by the said Thomas Henry Corfield in partnership with Roderic Oliver, under the style or firm of Pike, Oliver, & Corfield, at the said address.

SAMUEL SMITH SEAL and JOHN HENNEN EDGELOW, solicitors (Seal & Edgelow), 7, Serjeant's-inn, Temple, London. Dec. 30, 1905.

[*Gazette*, Jan. 2.

Information Required.

Mrs. SUSANNA YEATHERD GIRLING, deceased, late of East Dereham, Norfolk.—Any solicitor or other person who since the year 1890, and more especially in the years 1902, 1903, or 1904, prepared a Will for Mrs. Susanna Yeatherd Girling, the wife of Nathaniel Girling, of East Dereham, Norfolk, solicitor, is requested to communicate with Messrs. Cooper & Norgate, solicitors, East Dereham, or Messrs. Press & Press, solicitors, Bristol. December, 1905.

General.

Judge Lumley Smith, K.C., says the *Daily Mail*, told an amusing story of Mr. Justice Hawkins, now Lord Brampton, in the City of London Court. While riding in a hansom with his junior counsel one day a collision between two vehicles occurred in front of them, but Sir Henry at once left the hansom and hurried away, saying, "We must not stop, or they may make us witnesses instead of sending us briefs to conduct the case."

It is stated that the Royal Commission presided over by Lord George Hamilton, M.P., appointed by the late Government to inquire into the administration of poor relief and into the various means adopted outside of the Poor Laws for meeting distress arising from want of employment will meet at the Foreign Office on Monday and Tuesday in next week to begin the hearing of evidence. As at present arranged the proceedings will be conducted in private.

On Monday, says a Reuter telegram, at a mass meeting of Ceylon Mohammedans, attended by over 30,000 persons, representing different parts of the island, it was resolved to memorialize King Edward, praying him to withdraw the order of the local Supreme Court disallowing Mohammedan advocates to plead with the head covered, and begging his Majesty to permit them to enjoy the same privilege as their co-religionists in other countries under his Majesty's Government.

It is stated that Sir George Gibb, who has resigned the post of general manager of the North-Eastern Railway Co., and has accepted the managing responsibility of the various undertakings of the Underground Electric Railways Co., was formerly assistant solicitor to Mr. R. R. Nelson, solicitor to the Great Western Railway, a post which he occupied until 1880. In 1882 he became solicitor to the North-Eastern Railway, and in 1891 he was appointed general manager of that line.

Abe Hummel, the New York lawyer, who is known, says the *Central Law Journal*, as a master of repartee, the other morning, accompanying a client to court, the case at issue being a breach of promise suit for damages, based on letters written by the defendant, the counsellor had been giving a lesson on morals to his client, when the latter dejectedly remarked: "Oh! I know all about it, Abe; the same old song, 'Do right and fear nothing.'" "No! no! That's not it at all," answered Abe; "don't write, and fear nothing."

As every student of ancient customs is aware, says the *Evening Standard*, it was once the practice to make presents upon New Year's Day to the judges on the bench. These commonly took the form of gloves. Even-handed justice may be as well administered in gloves as without, but the contents of the glove may impart a bias, as old-time suitors found. Hence grew the practice of placing something in the glove laid before his lordship. It was such a gift which called forth the well-known letter of Sir Thomas More. "It would be against good manners," he wrote to a lady litigant who had made offering, "to forsake a gentlewoman's New Year's gift, and I accept the gloves; their lining you will be pleased to bestow elsewhere." The "lining" was a present of money, with which it was hoped to buy the honest Lord Chancellor's favourable consideration.

A correspondent of the *Times* says that some years ago an English author produced a technical [query legal] work. It was much used in the United States of America. In course of time a second edition was called for. The author was advised to enlarge the work, and to acquire American copyright. His first thought was to stereotype and forward the plates to American agents; but he found that this would be useless. The Republic only allows copyright to those whose work is set up in type by American compositors and printed on American soil. But England imposes no such conditions. In the result the book was wholly printed in the United States, and the copies required for sale here were imported. I do not myself see why any book likely to have a sale in America should be printed here when these facts have once been grasped. It would be interesting to know what the English compositor thinks of the prospect.

The United States of America, says the *Evening Standard*, deserve any other name for their divergencies in the matter of divorce. For years the eccentric laws by which they regulate or make irregular the marriage tie have been an invitation to men and women to cherish a loose notion of the matrimonial contract. There is neither sense or reason in a code which makes infidelity the one and only ground of divorce in New York, while in Kentucky "ungovernable temper" is held sufficient cause to separate husband and wife; which makes insanity or idiocy at the time of marriage sufficient cause in Georgia, Mississippi, and Virginia, whereas Washington calls for proof of insanity lasting ten years. Why should the nine States consider fraud an adequate cause of relief from the responsibilities of matrimony? Why should Louisiana give ear to "public defamation of other party"? Why should those States which approve the plea of desertion differ widely in the term which they consider culpable?

A curious fiasco, says the *Law Students' Journal*, marked last month's Bar Final. The printed prospectus, issued in July last, gave the subjects of the conveyancing paper as "Elements of the Law of Real and Personal Property and Conveyancing; Vendors and Purchasers of Land: Future Estates and Interests in Real and Personal Property; and Easements and Profits *a prendre*." The paper actually set contained no question on Future Estates, Easements, or Commons; but comprised two questions on married women's property, one on mortgages, one on settlements, one on the Settled Land Acts, and five on vendor and purchaser. The effect was grave dissatisfaction among the candidates, and with good cause. Some openly complained, some simply shrugged their shoulders, and we hear one wrote to a daily paper. We understand that the July prospectus—of which one candidate told us he obtained a copy in the first week in November—was withdrawn; and the calendar issued in October gives different subjects. Anyhow, the result is to work hardship both on pass candidates and those who sought for honours.

The following are the arrangements in the Probate, Divorce, and Admiralty Division for the Hilary Sittings: Probate and matrimonial causes in the day's list for trial in Court I. will be transferred and taken in Court II. when Admiralty cases are not being heard. Undefended matrimonial causes will be taken in Courts I. and II. on Thursday, January 11, Friday, January 12, Saturday, January 13 (in Court II.), and Monday, January 15, and on each succeeding Monday during the sittings. Special jury causes will be taken on and after Tuesday, January 16; common jury causes on and after Tuesday, February 27. Probate and defended matrimonial causes, for hearing before the court itself, will be taken after the common jury list is finished, and also in Court II., when no Admiralty cases are in the day's list, and also in Court I. if the special jury cases are finished before February 27. Cases postponed after appearing in the day's list will go to the bottom of the general list. A Divisional Court will sit on Tuesdays, February 6, March 6, and April 3, if required. Motions will be heard in court at 11 a.m. on Monday, January 15, and each succeeding Monday during the sittings. Summonses, before the judge, will be heard at 10.30 a.m. on Saturday, January 13, and each succeeding Saturday during the sittings. Summonses, before the registrars, will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30 a.m. All papers for motions on Mondays must be left in the Contentious Department of the Principal Probate Registry at Somerset House before 2 p.m. on the preceding Wednesday.

Court Papers.

High Court of Justice—King's Bench Division.

MASTERS IN CHAMBERS, 1906.

A to F.—Mondays, Wednesdays, Fridays, Master Bonner; Tuesdays, Thursdays, Saturdays, Master Macdonell.

G to N.—Mondays, Wednesdays, Fridays, Master Chitty; Tuesdays, Thursdays, Saturdays, Master Day.

O to Z.—Mondays, Wednesdays, Fridays, Master Archibald; Tuesdays, Thursdays, Saturdays, Master Wilberforce.

PRACTICE MASTER.

A master will sit daily in his own room in accordance with the following rota to dispose of all Questions of Practice, Ex parte Applications and General Business.

Monday, Master Wilberforce.
Tuesday, Master Bonner.
Wednesday, Master Macdonell.
Thursday, Master Chitty.
Friday, Master Day.
Saturday, Master Archibald.

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

J AHRONSOHN & CO, LIMITED—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Lionel Henry Lemon, 32, King st, Cheapside. Slaughter & May, Austin friars, solors for liquidator

PLASMONADE, LIMITED—Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to Thomas Bowick, 24, Great Queen st

UNLIMITED IN CHANCERY.

GREENWICH PIER CO—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Marchant & Co, Broadway, Deptford, solors for liquidators

London Gazette.—TUESDAY, Jan. 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLEN BROTHERS, LIMITED—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Lord, 37, Walbrook. Peacock & Goddard, South sq, Gray's inn, for Mullings & Co, Cirencester, solors for liquidator

BERSLY & CO, LIMITED—Petn for winding up, presented Dec 21, directed to be heard at Brighton, Jan 19. Champions & Co, Brighton, for Hollams & Co, Mincing la, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 18

EDMONDSON & PURDOM, LIMITED—Creditors are required, on or before Jan 31, to send their names and add esses, and the particulars of their debts or claims, to William Martello Gray, District Bank chmbrs, Booth st, Bradford. Gordon & Co, Bradford, solors for liquidator

GUY & CO, LIMITED—Petn for winding up, presented Dec 20, directed to be heard Jan 16. Stammers, Basinghall st, solor for pet company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 15

H Bourne & Co, Limited—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts and claims, to George Walker, Halifax Commercial Bank chmbrs, Tyrrel st, Bradford. Armitage & Co, Huddersfield, solors for liquidator

Kalgoorlie Amalgamated, Limited—Creditors are required, on or before Feb 9, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Walbrook. Enever, Broad st House, solor for liquidator

St Helens Cable Co, Limited—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Arthur Wenham, 19, Walbrook. Oppenheim & Son, St Helens, solors for liquidator

"Star of Germany" Ship Co, Limited—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to William Alfred Rainford, 14, Water st, Liverpool. Weightman & Co, Liverpool, solors for liquidator

The Property Mart.

Result of Sale.

Messrs. H. E. Foster & Cranfield as usual opened the season at the Mart, on Thursday, the 4th inst., with their Fortnightly Sale of Reversions, Life Policies, &c. The total realised was £1,835. The largest lot—the Reversion to some £16,000—was bought in at £10,000.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Friday, Dec. 29.

Adams, Edwin Richard, Penarth, Glam, Merchant Dec 7 Ingledew & Sons, Cardiff

Bingham, Millicent, Old Basford, Nottingham Jan 31 J & A Bright, Nottingham

Blenkiron, Rev Bartholomew, Cheltenham Jan 31 A G & N G Heaven, Bristol

Bowles, Thomas, Capel, Kent, Innkeeper Feb 12 Harris, Tonbridge

Brooks, Lily Agnes Gertrude, Chorlton upon Medlock, Manchester, Provision Dealer Jan 24 Lea, Manchester

Chappell, Eliza, Lakenham, Norwich Jan 29 Goodchild, Norwich

Cheyne, Elizabeth Rose Rebecca, Eaton sq Feb 2 Dawes & Sons, Angel ct, Throgmorton st

Davy, Francis Edwin, Peckham rd Feb 9 Davies, Moorgate st

Dawber, John, Lincoln, Brewer Jan 31 Page & Porter, Lincoln

Fielding, Robert, Manchester, Jacquard Machine Maker Jan 22 Dixon & Co, Manchester

Frank, Hedley Vicars, Queen Victoria st Jan 31 Evans & Co, Theobalds rd, Bedford row

Freeling, Edith, Clifton, Bristol Jan 31 A G & N G Heaven, Bristol

Harding, Frankland Coates, Moss Side, Manchester Feb 28 Diggles & Ogden, Manchester

Horsford, Edwin Clarence O'Bryen, Bath Jan 31 Beale & Co, Birmingham

Kingdon, Charles Henry, Exeter Feb 8 J & S P Pope, Exeter

Lock, Frederick, Spelthorne rd, Ashford Common, Middlesex Feb 6 Cochrane, Sunbury

Maud, Nicholas, North Cave, York Feb 1 Buckton, Hull

May, Thomas Francis Christopher, Cotham Park, Bristol Feb 7 James & Co, Coleman st

Moss, Thomas, Walsden, nr Todmorden, Weaver Jan 19 Marsden, Preston

Payne, Eleanor, Folkestone Jan 31 Fenton, Staple inn

Powell, Thomas, Mountain Ash, Glam, Draper Jan 25 George, Mountain Ash

Robson, Robert, Greystead, Northumberland, Farmer Feb 16 Brown & Son, Newcastle upon Tyne

Rowling, Susannah, Boscombe, Bournemouth Feb 6 Howlett & Clarke, Brighton

Sharghant, Lewis James, Tunbridge Wells Feb 9 Morgan & Upjohn, Holborn viaduct

Slesser, Frederick George, Arundel, Somerset, Civil Engineer Feb 8 J & S P Pope, Exeter

Todd, Rev John Wood, Lordship la, Surrey Jan 25 Badham & Comins, Salters hall ct, Cannon st

Wilson, Sophia, Ossett, York Jan 29 Lawrence, Ossett

Wilson, Thomas, Stockton on Tees Feb 8 Watson & Co, Stockton on Tees

London Gazette.—Tuesday, Jan. 2.

Black, William, Willingale, nr Ongar, Essex Feb 14 Meggy & Stunt, Chelmsford

Bowden, Albert, Stockport, Lancaster Feb 28 Sewell & Maugham, Paris

Cooper, Hannah Frances, New st, Kennington Feb 6 Cann & Son, Gracechurch st

Dignan, Mary Anne, Fitzwilliam rd, Clapham Jan 31 Taylor & Co, Lavender hill

Elliott, Eliza Maule, Walsall Feb 10 Meadows & Co, Hastings

Ely, James, Basildon, Essex Feb 15 Atkinson & Dresser, Finsbury sq

Fell, Lucy Gayson, Cheverton rd, Hornsey Rise Jan 31 Gamlen & Co, Gray's inn sq

Gait, John James, Brockley Feb 14 Biddle & Co, Aldermanbury

Graves, William, Dover, Draper Feb 5 Fielding & Son, Dover

Hall, Henry, Manchester, Dyer Jan 20 Heath & Sons, Manchester

Hamer, Margaret, Radcliffe, Lancaster Jan 31 Schofield & Taylor, Manchester

Hargreave, Charles Thomas, Sherwood, Nottingham Jan 30 Raley & Sons, Barnsley

Hartley, James, Ashbrooke, Bournemouth Jan 30 Smythe & Lefroy, Bournemouth

Holden, Joseph, Salford, Lancaster Feb 10 Crofton & Co, Manchester

Holding, William, Cossall, Nottingham, Mining Engineer Jan 27 Thorpe, Ilkeston

Holland, Stephen George, jun, Sussex sq, Brewer Feb 12 Baileys & Co, Berners st

Holmes, William, Plymouth, Licensed Victualler Feb 1 Gidley & Son, Plymouth

Hughes, James, Lickfold Lonsworth, Sussex Jan 31 Johnson & Clarence, Midhurst

Hussey, John, Birmingham, Merchant Jan 21 Unett & Co, Birmingham

Islam, John, Ashton upon Mersey, Chester, Manufacturing Chemist Feb 10 Heath & Sons, Manchester

Keene, Thomas Shermer, Bath Feb 15 Stone & Co, Bath

Kilford, Henry, Saint Giles, Dorset Feb 1 Dibben, Wimborne

Lacy, Mary Ann, Dewsbury, York Feb 5 Walker, Dewsbury

Landale, Albert Oates, Blackpool, Fruit Merchant Jan 20 Heath & Sons, Manchester

Larkins, George, Wellington, Salop Jan 13 Dean, Wellington

Lucking, Arthur William, Great Waltham, Essex, Butcher Feb 14 Meggy & Stunt, Chelmsford

Noakes, Thomas, Hastings Feb 10 Meadows & Co, Hastings

Peet, Samuel, Portman st, Portman sq Feb 1 Cooper & Bake, Portman st

Perrins, Benjamin, Tipton, Stafford Jan 29 Jobson & Marshall, Dudley

Phelips, Emily Susannah, Avonmore rd, West Kensington Jan 31 Wade & Lyall, Saffron Walden

Porter, Robert, Caledonian rd, Islington, Merchant March 31 Emanuel & Simmonds, Finsbury circus

Saxby, Henry, Silverhill, Hastings, Builder Feb 10 Meadows & Co, Hastings

Stavers, Robert Wylam, Newcastle upon Tyne Jan 29 Lemon & Winskell, Newcastle on Tyne

Stronach, William Gavin, Brockley, Kent Feb 15 Stephenson & Co, Lombard st

Sylvester, Charles, Nottingham Feb 16 Maples & McCraith, Nottingham

Thomas, Thomas, Zennor, Cornwall, Grocer Jan 31 Boase, Penzance

Thornton, Samuel, Nottingham Feb 12 Cox, Nottingham

Tripp, Henry, Abingdon, Berks, Ironmonger Feb 1 Challenor & Son, Abingdon

Uffield, Ann, Molyneux st, Bryanston sq Feb 5 Kingsbury & Turner, George st, Portman sq

Vidler, Caroline, Hastings Feb 10 Meadows & Co, Hastings

Waude, Alice, Durham rd, Holloway Feb 1 Mason & Co, John st

Weber, Gustav, Lübeck, Germany Feb 18 Rehder & Higgs, Mincing

Williams, Caroline, Longdon on Tern, Salop Feb 1 Carrane & Elliott, Wellington

Wollaston, Drewry Ottley, Ipswich Jan 31 Wollaston, Ipswich

Bankruptcy Notices.

London Gazette.—Friday, Dec. 29.

RECEIVING ORDERS.

Collins, Richard Ronald McDonald, Stoke Newington rd, Tailor Edmonton Pet Dec 22 Ord Dec 22

Davenport, Edwin, and Hezekiah Davenport, Macclesfield, Trimming Manufacturers Macclesfield Pet Dec 23 Ord Dec 22

Haler, Edwin Frank Flemington, West Gorton, Manchester, Assistant Schoolmaster Manchester Pet Dec 21 Ord Dec 21

Hayden, J W, North Finchley, House Furnisher High Court Pet Dec 19 Ord Dec 23

Jacobs, David, Old st, Shoreditch, Tailor High Court Pet Nov 30 Ord Dec 27

Pontecous, A M, Wandsworth rd, Veterinary Surgeon High Court Pet Oct 6 Ord Dec 27

Prentice, Henry, Redcliffe mews, South Kensington, Horse Commission Agent High Court Pet Dec 27 Ord Dec 27

Ross, Sarah, Plaistow, Timber Merchant High Court Pet Dec 23 Ord Dec 23

Santer, Charles, Brookland, Kent, Baker Hastings Pet Dec 22 Ord Dec 22

Tritton, Wilfrid Francis, Duke st, Manchester sq High Court Pet Nov 6 Ord Dec 18

Note.—The Notice of Receiving Order in the matter of F. W. Horner, M.P. (High Court of Justice in Bankruptcy), which was published in the London Gazette of the 26th instant is withdrawn; such publication having been made in the absence of notice that an Order of Court staying all proceedings had been made.

FIRST MEETINGS.

Abel, George, Bournemouth, Job Master Jan 9 at 2.15 Off Rec, Midland Bank chmbrs, High st, Southampton

Bell, John Tom, Bishop Auckland, Durham, Ironmonger Jan 8 at 3 Off Rec, 8, Manor pl, Sunderland

Blackburn, John Dobson, Stockton on Tees, Fish Dealer Jan 10 at 3 Off Rec, 8, Albert rd, Middlesbrough

Cave, Thomas, and Frederick William Brown, Bourne, Lincs, Builders Jan 8 at 12.15 The Angel Hotel, Bourne

Feldbusen, Albert, Shepherd st, Mayfair, Provision Merchant Jan 10 at 1 Bankruptcy bldgs, Carey st

Hall, William Taylor, Gateshead, Engineer Jan 6 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

Hart, Samuel, Godolphin rd, Shepherd's Bush, Clerk Jan 15 at 11 Bankruptcy bldgs, Carey st

Hopkins, Joe, Swanage, Fishmonger Jan 9 at 3.45 Off Rec, Midland Bank chmbrs, High st, Southampton

Howard, Mary Ann Elizabeth, King's Lynn, Norfolk, Baker Jan 18 at 10.30 Court house, King's Lynn

Kimber, Charles, Southampton, Licensed Victualler Jan 9 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton

Klein, Lipman, Leytonstone, Wholesale Fancy Jeweller Jan 10 at 11 Bankruptcy bldgs, Carey st

Leithboro, Leonard Edward, Wantage, Berks, Farmer Jan 6 at 12 Off Rec, 1, St Aldates, Oxford

Lucas, James W, Bournemouth, Builder Jan 9 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton

Marshall & Co, Buckingham st, Strand, Builders Jan 10 at 12 Bankruptcy bldgs, Carey st

Marshall & Farrar, Victoria st, Westminster, Scholastic Agents Jan 10 at 2.30 Bankruptcy bldgs, Carey st

Parkinson, John, Wimblington, nr March, Cambridge, Potato Merchant Jan 9 at 12.30 The Griffin Hotel, March

Smith, George, East Ham, Essex, Builder Jan 11 at 11 Bankruptcy bldgs, Carey st

Thirlwall, Edward, Sunderland, Police Constable Jan 8 at 3.30 Off Rec, 3, Manor pl, Sunderland

Thompson, William Harold, Cradley, Worcester, Painter Jan 4 at 11 Off Rec, 199, Wolverhampton st, Dudley

Watson, Joshua, Whitley Bay, Northumberland, Builder Jan 6 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

Webster, Benjamin, Winster, nr Matlock, Licensed Victualler Jan 6 at 11 Off Rec, 47, Full st, Derby

Wright, John, Bournemouth, Builder Jan 9 at 12.45 Off Rec, Midland Bank chmbrs, High st, Southampton

ADJUDICATIONS.

Haller, Edwin Frank Flemington, West Gorton, Manchester, Assistant Schoolmaster Manchester Pet Dec 21 Ord Dec 21

Lucas, Alfred Hubert, Ebury st, Victoria, Stockbroker High Court Pet Oct 19 Ord Dec 27

Palast, Tobias, Weisbaden rd, Stoke Newington, Fancy Goods Importer High Court Pet Dec 14 Ord Dec 23

Ross, Sarah, Plaistow, Timber Merchant High Court Pet Dec 23 Ord Dec 23

Santer, Charles, Brookland, Kent, Baker Hastings Pet Dec 22 Ord Dec 22

Short, Arthur, Walsall, Grocer Walsall Pet Dec 16 Ord Dec 21

Skam, Walter, Edgware rd, Grocer High Court Pet Nov 25 Ord Dec 23

Temple, Francis Crichton, St Margaret's on Thames Brentford Pet Nov 27 Ord Dec 22

Toon, John Robert, and Thomas Toon, Stanion, Northampton, Farmers Peterborough Pet Nov 9 Ord Dec 23

Woodward, Frank, Porchester gdns, Bayswater, General Engineer High Court Pet Dec 2 Ord Dec 23

ADJUDICATION ANNULLED.

Pantikian, Hagop Haroutune, Manchester, Grey Cloth Agent Manchester Adjud April 5, 1902 Annul Dec 21, 1905

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

GRODZINSKY, HYMAN, and JOSEPH FREEDMAN, Batty st, St George's in the East, Bakers High Court Rec Ord Feb 24, 1905 Adjud Apr1 8, 1905 Resc and Annul Dec 20, 1905

London Gazette.—TUESDAY, Jan. 2.

RECEIVING ORDERS.

BALL, THOMAS WILLIAM, Balby, nr Doncaster, Draper Sheffield Pet D c 12 Ord Dec 29

BIRCH, CHARLES MARTIN, Sheffield, Manufacturer's Agent Sheffield Pet Dec 11 Ord Dec 29

BISHOP, WILLIAM HENRY, Exchange bldgs, Stockbroker High Court Pet Dec 28 Ord Dec 28

BROOKER, JOHN, Tunbridge Wells, Fly Proprietor Tunbridge Wells Pet Dec 29 Ord Dec 29

BURCHILL, SAMUEL, Treherbert, Glam, Greengrocer Pontypridd Pet Dec 30 Ord Dec 30

CARTER, CHARLES, Frome Somerset, Coal Merchant Frome Pet Dec 29 Ord Dec 29

CLARKSON, FREDERICK HENRY, jun, Ipswich, Plumber Ipswich Pet Dec 29 Ord Dec 29

DEAN, WILLIAM, Keelby, Lincoln, Machinist Lincoln Pet Dec 23 Ord Dec 23

DOWNS, ALBERT COLIN, Bangor, Carnarvon, Accountant Bangor Pet Dec 20 Ord Dec 20

DUNCAN, JOHN, Wakefield, Photographer Leeds Pet Dec 29 Ord Dec 29

DUNK, THOMAS, Tunbridge Wells, Carpenter Tunbridge Wells Pet D ec 29 Ord Dec 29

EDWARDS, GEORGE, Hartburn, nr Stockton on Tees Stockton on Tees Pet Dec 29 Ord Dec 29

FOX, LAUNCELOT ROBERT, Sheringham, Norfolk, House Furnisher Norwich Pet Dec 15 Ord Dec 30

FRENCH, FREDERICK JOHN, Bexley, Kent, Builder Rochester Pet Dec 29 Ord Dec 29

FRIEDHEIM, ARTHUR, Amhurst rd, Hackney, General Turner High Court Pet July 26 Ord Dec 22

GENOVA, PETER, Cambridge rd, Mile End, Boot Manufacturer High Court Pet Dec 8 Ord Dec 29

GRICE, JOHN, Chester, Farmer Macclesfield Pet Dec 29 Ord Dec 29

HAKE, CHARLES, Bedford, Grocer Bedford Pet Dec 14 Ord Dec 29

HERRICK, JOHN, Toton, Notts, Farmer Derby Pet Dec 12 Ord Dec 29

HORTON, C W, & Co, Upper st, Islington, Tobacconists High Court Pet Dec 14 Ord Dec 29

HUGHES, JOHN HENRY, Leeds Leeds Pet Dec 29 Ord Dec 29

JONES, EVAN, Llandyssul, Cardigan, Boot Dealer Carmarthen Pet Dec 30 Ord Dec 30

MCCULLOCH, JAMES, Salford, Lancs, Engineer Salford Pet Dec 7 Ord Dec 29

MOORE, THOMAS, Manningham, Bradford, Hair Dresser Bradford Pet Dec 29 Ord Dec 29

MORGAN, DANIEL, Ashburton gr, Holloway, Stone Mason Edmonton Pet Dec 29 Ord Dec 29

PAPAYANNI, NICHOLAS, Southport, Cotton Broker Liverpool Pet Dec 29 Ord Dec 29

PARTRIDGE, ALFRED WILLIAM, East Ham, Essex, Boot Dealer High Court Pet Dec 29 Ord Dec 30

SUTTON, ALFRED, Kennington rd, Optician High Court Pet Dec 30 Ord Dec 30

TIBBLE, LEWIS BUCKERIDGE, Win hester, Boot Maker Winchester Pet Dec 29 Ord Dec 29

TOMLINSON, FRANK, Wolverhampton, Traveller Wolverhampton Pet Dec 29 Ord Dec 29

TRIPP, JAMES, Newcastle on Tyne, Fish Merchant Newcastle on Tyne Pet Dec 14 Ord Dec 29

THE WILTON COX DEVICE CO, Birmingham Birmingham Pet Nov 28 Ord Dec 22

WRIGHT, FREDERIC ERNEST, Furlong rd, Highbury, Butcher High Court Pet Dec 30 Ord Dec 30

Amended notice substituted for that published in the London Gazette of Dec 19:

WOODWARD, HARRY, Chiswick Brentford Pet Nov 16 Ord Dec 14

FIRST MEETINGS.

ADDISON, FRANK, Wolverhampton, Ironmonger Jan 10 at 12 Off Rec, Wolverhampton

BAILEY, CHARLES HENRY, Bedford, Cycle Agent Jan 10 at 3.30 Off Rec, Bridge st, Northampton

BALL, THOMAS WILLIAM, Balby, nr Doncaster, Draper Jan 10 at 12 Off Rec, Figtree ln, Sheffield

BISHOP, WILLIAM HENRY, Royal Exchange bldgs, Stock Broker Jan 12 at 12 Bankruptcy bldgs, Carey st

BOND, JAMES, High Wycombe, Bucks, Builder Jan 10 at 12 1, St Aldates, Oxford

BOWLES, EDWIN, Haverfordwest, Hotel Proprietor Jan 13 at 11.30 Off Rec, 4, Queen st, Carmarthen

CARTER, CHARLES, Frome, Somerset, Coal Merchant Jan 10 at 11.45 Off Rec, 26, Baldwin st, Bristol

CHILD, G D, Swansea, Hosier Jan 10 at 12 Off Rec, 31, Alexandra rd, Swansea

CROYSDALE, JOHN PETTY, Whitley Bridge, Yorks Jan 10 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

DAVENPORT, EDWIN, and HEZEKIAH DAVENPORT, Macclesfield, Trimming Manufacturers Jan 12 at 11 Off Rec, 23, King Edward st, Macclesfield

DEAN, WILLIAM, Keelby, Lincoln, Machinist Jan 12 at 12 Off Rec, 31, Silver st, Lincoln

DUNCAN, JOHN, Wakefield, Photographer Jan 10 at 11.30 Off Rec, 22, Park row, Leeds

ENGLISH, JOHN THOMAS, Lowestoft, Journeyman Baker Jan 12 at 12 Off Rec, 8, King st, Norwich

FLEWIN, ALBERT, Callington, Cornwall, Mining Engineer Jan 19 at 11 Off Rec, 6, Athenæum ter, Plymouth

GAYFER, CHARLES ALBERT, Carlton Colville, Suffolk, Farmer Jan 12 at 12.30 Off Rec, 8, King st, Norwich

GRICE, JOHN, Cheshire, Farmer Jan 12 at 12.30 Off Rec, 23, King Edward st, Macclesfield

GROOM, WILLIAM, Bedford, Wheelwright Jan 11 at 12 Off Rec, Bridge st, Northampton

HAMBURY, JAMES, Treherbert, Glam, Collier Jan 11 at 12 135, High st, Merthyr Tydfil

HANCORN, JAMES STEWART, Birmingham, Grocer Jan 10 at 11 191, Corporation st, Birmingham

HAYNES, WILLIAM, Radcliffe on Trent, Notts, Ironmonger Jan 11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

HIPWELL, SOLDEN, Wisbech, Cambs, Builder Jan 18 at 11 Court house, King's Lynn

HUGHES, JOHN HENRY, Leeds Jan 10 at 11 Off Rec, 22, Park row, Leeds

JONES, ALBERT STODART, and EDMUND NATTRESS JONES, Bishop Auckland, Durham, Mineral Water Manufacturers Jan 11 at 3 Off Rec, 3, Manor pl, Sunderland

JOYCE, JOHN WILLIAM, Romford, Essex Jan 15 at 3 14, Bedford row

KIRKPATRICK, LILY EUGENIE, Colwyn Bay, Denbigh, Private Boarding House Keeper Jan 10 at 2 Imperial Hotel, Colwyn Bay

MEWSE, SAMUEL, Lowestoft, Fishing Boat Owner Jan 10 at 2.45 Suffolk Hotel, Lowestoft

MOORE, ARTHUR JAMES, Chippenham, Wilts, Clerk Jan 10 at 11.30 Off Rec, 26, Baldwin st, Bristol

MOORE, THOMAS, Manningham, Bradford, Hairdresser Jan 12 at 3 Off Rec, 29, Tyrrel st, Bradford

NIGHTINGALE, WILLIAM, and JOSEPH NIGHTINGALE, Kingston on Hull, Wholesale Grocers Jan 11 at 2.30 Off Rec, Trinity House ln, Hull

PEARSON, JOHN HENRY, Kingston on Hull, Grocer's Assistant Jan 10 at 11 Off Rec, Trinity House ln, Hull

PORTEOUS, A M, Wandsworth rd, Veterinary Surgeon Jan 12 at 12 Bankruptcy bldgs, Carey st

POWELL, JOHN STANLEY, Mountain Ash, Glam, Grocer Jan 10 at 12 135, High st, Merthyr Tydfil

PRENTICE, HENRY, Redcliffe mews, South Kensington, Horse Commission Agent Jan 12 at 11 Bankruptcy bldgs, Carey st

ROSS, SARAH, Plaistow, Essex Jan 12 at 1 Bankruptcy bldgs, Carey st

SHAW, RICHARD, Darwen, Plumber Jan 10 at 11 County Court House, Blackburn

SMITH, CHARLES WILLIAM, Ashbury, Berks, Farmer Jan 12 at 11 Off Rec, 38, Regent circus, Swindon

SMITH, HERBERT JAMES, Leagrave, Bedford, Nurseryman Jan 10 at 3 Off Rec, Bridge st, Northampton

TRITTON, WILFRID FRANCIS, Duke st, Manchester sq Jan 11 at 12 Bankruptcy bldgs, Carey st

WHITING, JOHN, Ipswich, Fishmonger Jan 19 at 2 Off Rec, 36, Princes st, Ipswich

WILLIS, FRANK H, Hotham rd, Putney Jan 12 at 12.30 32, York rd, Westminster Bridge

WOODWARD, HARRY, Chiswick Jan 10 at 12 Off Rec, 14, Bedford row

ADJUDICATIONS.

BISHOP, WILLIAM HENRY, Royal Exchange bldgs, Stock Broker High Court Pet Dec 28 Ord Dec 28

BROOKER, JOHN, Tunbridge Wells, Fly Proprietor Tunbridge Wells Pet Dec 29 Ord Dec 29

BURCHILL, SAMUEL, Treherbert, Glam, Greengrocer Pontypridd Pet Dec 30 Ord Dec 30

CARTER, CHARLES, Frome, Somerset, Coal Merchant Frome Pet Dec 29 Ord Dec 29

CLARKSON, FREDERICK HENRY, jun, Ipswich, Plumber Ipswich Pet Dec 29 Ord Dec 29

CROYSDALE, JOHN PETTY, Whitley Bridge, Yorks Nottingham Pet Nov 28 Ord Dec 30

DAVIES, HENRY, Conway, Carnarvon, Market Gardener Bangor Pet Dec 4 Ord Dec 29

DEAN, WILLIAM, Keelby, Lincoln, Machinist Lincoln Pet Dec 23 Ord Dec 23

DUNCAN, JOHN, Wakefield, Photographer Leeds Pet Dec 29 Ord Dec 29

DUNK, THOMAS, Tunbridge Wells, Carpenter Tunbridge Wells Pet Dec 29 Ord Dec 29

EDWARDS, GEORGE, Hartburn, nr Stockton on Tees Stockton Tees Pet Dec 29 Ord Dec 29

FRENCH, FREDERICK JOHN, Bexley, Kent, Builder Rochester Pet Dec 29 Ord Dec 29

GRICE, JOHN, Chester, Farmer Macclesfield Pet Dec 29 Ord Dec 29

HARRIS, ALFRED ABEL, Bedminster, Furniture Dealer Bristol Pet Dec 15 Ord Dec 29

HARRISON, SWAINTON, Mincing ln, Broker High Court Pet Nov 30 Ord Dec 28

HUGHES, JOHN HENRY, Leeds Leeds Pet Dec 29 Ord Dec 29

IVES, EDMUND, and ALBERT GEORGE BATTRUM, Finchley, Builders High Court Pet Oct 14 Ord Dec 30

JONES, EVAN, Llandyssul, Cardigan, Boot Dealer Carmarthen Pet Dec 30 Ord Dec 30

LEVI, SAMUEL HARRIS, Weybridge, Surrey, Merchant Kingston, Surrey Pet Oct 31 Ord Dec 29

MEWSE, SAMUEL, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Dec 9 Ord Dec 29

MOORE, THOMAS, Manningham, Bradford, Hairdresser Bradford Pet Dec 29 Ord Dec 29

MORGAN, DANIEL, Ashburton gr, Holloway, Stonemason Edmonton Pet Dec 29 Ord Dec 29

MUSOLLI, ARTHUR, and NICODEMO MUSOLLI, New London st, Wholesale Confectioners High Court Pet Sept 27 Ord Dec 23

PAPAYANNI, NICHOLAS, Southport, Cotton Broker Liverpool Pet Dec 29 Ord Dec 29

PARTRIDGE, ALFRED WILLIAM, East Ham, Essex, Boot Dealer High Court Pet Dec 29 Ord Dec 30

POWELL, JOHN STANLEY, Mountain Ash, Glam, Grocer Aberdare Pet Dec 12 Ord Dec 29

SMITH, GEORGE GORDON, East Ham, Essex, Builder High Court Pet Nov 25 Ord Dec 30

SMITH, HERBERT JAMES, Leagrave, Bedford, Nurseryman Luton Pet Dec 20 Ord Dec 30

SUTTON, ALFRED, Kennington rd, Optician High Court Pet Dec 30 Ord Dec 30

TIBBLE, LEWIS BUCKERIDGE, Winchester, Bootmaker Winchester Pet Dec 29 Ord Dec 29

TOMLINSON, FRANK, Wolverhampton, Traveller Wolverhampton Pet Dec 29 Ord Dec 29

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